



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282516  
Original Issued Date: 09/10/2020  
Issued Date: 09/10/2020  
Expiration Date: 09/10/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Nova Farms LLC

Phone Number: 508-212-4490  
Email Address: Derek@novafarms.com

Business Address 1: 34 Extension Street  
Business City: Attleboro  
Business State: MA  
Business Zip Code: 02703  
Business Address 2:  
Mailing Address 1: 34 Extension Street  
Mailing City: Attleboro  
Mailing State: MA  
Mailing Zip Code: 02703

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: yes  
Priority Applicant Type: RMD Priority  
Economic Empowerment Applicant Certification Number:  
RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD: Nova Farms LLC f/k/a BCWC, LLC  
Department of Public Health RMD Registration Number: RP201852  
Operational and Registration Status: Obtained Provisional Certificate of Registration only  
To your knowledge, is the existing RMD certificate of registration in good standing?: yes  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 41.71  
Percentage Of Control: 100  
Role: Board Member  
Other Role:  
First Name: Derek  
Last Name: Ross  
Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity: White	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 8.3	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: John	Last Name: Kenyon	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 8.3	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Brett	Last Name: Fish	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 6.6	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Blair	Last Name: Fish	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 1.51	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Zachary	Last Name: Allen	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 1.51	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Robert	Last Name: Grillo	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: White		

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 7.55	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
Date generated: 03/25/2021		

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
<b>Gender:</b> Male	<b>User Defined Gender:</b>	
<b>What is this person's race or ethnicity?:</b> White (German, Irish, English, Italian, Polish, French)		
<b>Specify Race or Ethnicity:</b> White		

#### Person with Direct or Indirect Authority 8

<b>Percentage Of Ownership:</b>	<b>Percentage Of Control:</b>
<b>Role:</b> Board Member	<b>Other Role:</b>
<b>First Name:</b> Stephen	<b>Last Name:</b> Harrington <b>Suffix:</b>
<b>Gender:</b> Male	<b>User Defined Gender:</b>
<b>What is this person's race or ethnicity?:</b> White (German, Irish, English, Italian, Polish, French)	
<b>Specify Race or Ethnicity:</b> White	

#### Person with Direct or Indirect Authority 9

<b>Percentage Of Ownership:</b>	<b>Percentage Of Control:</b>
<b>Role:</b> Manager	<b>Other Role:</b>
<b>First Name:</b> Marc	<b>Last Name:</b> Figueiredo <b>Suffix:</b>
<b>Gender:</b> Male	<b>User Defined Gender:</b>
<b>What is this person's race or ethnicity?:</b> White (German, Irish, English, Italian, Polish, French)	
<b>Specify Race or Ethnicity:</b> White	

#### Person with Direct or Indirect Authority 10

<b>Percentage Of Ownership:</b>	<b>Percentage Of Control:</b>
<b>Role:</b> Manager	<b>Other Role:</b>
<b>First Name:</b> Manuel	<b>Last Name:</b> Tedeschi <b>Suffix:</b>
<b>Gender:</b> Male	<b>User Defined Gender:</b>
<b>What is this person's race or ethnicity?:</b> Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)	
<b>Specify Race or Ethnicity:</b> Hispanic	

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

<b>Entity Legal Name:</b> Future Farms Technologies, Inc.	<b>Entity DBA:</b>
<b>Email:</b> kate@futurefarmtech.com	<b>Phone:</b> 617-312-7497
<b>Address 1:</b> 368 Washington Street, Suite 206	<b>Address 2:</b>
<b>City:</b> Dedham	<b>State:</b> MA <b>Zip Code:</b> 02026
<b>Types of Capital:</b> Debt	<b>Other Type of Capital:</b> <b>Total Value of Capital Provided:</b> <b>Percentage of Initial Capital:</b>

\$1350000

10.01

Capital Attestation: Yes

#### Entity Contributing Capital 2

Entity Legal Name: Beach Farm InvestCo, LLC

Entity DBA:

Email: sphags@gmail.com Phone: 215-796-2511

Address 1: 600 W. Germantown Pike, Ste 400

Address 2:

City: Plymouth Meeting

State: PA

Zip Code: 19462

Types of Capital: Debt

Other Type of Capital:

Total Value of Capital Provided: \$2943644.93

Percentage of Initial Capital: 22.05

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

##### Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: John

Owner Last Name: Kenyon

Owner Suffix:

Entity Legal Name: Kenyon Law Associates, LLP

Entity DBA:

Entity Description: Law Firm

Entity Phone: 401-789-0217

Entity Email:

jfk@kenyonlawyers.com

Entity Website: www.kenyonlawyers.com

Entity Address 1: 133 Old Tower Hill Rd.

Entity Address 2:

Entity City: Wakefield

Entity State: RI

Entity Zip Code: 02879

Entity Country: USA

Entity Mailing Address 1: 133 Old Tower Hill Rd.

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State: RI

Entity Mailing Zip Code:

Entity Mailing Country:

Wakefield

02879

USA

##### Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: John

Owner Last Name: Kenyon

Owner Suffix:

Entity Legal Name: OSCC, LLC

Entity DBA: Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivation Center

Entity Phone:

401-418-4929

Entity Email:

Info@ZachandTeds.com

Entity Website: www.zachandteds.com

Entity Address 1: 65 Meadow Street

Entity Address 2:

Entity City: Warwick

Entity State: RI

Entity Zip Code: 02886

Entity Country: USA

Entity Mailing Address 1: 65 Meadow Street

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State: RI

Entity Mailing Zip Code:

Entity Mailing Country:

Warwick

02886

USA

##### Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Duncan

Owner Last Name: Harris

Owner Suffix:

Entity Legal Name: Harris Commercial Holdings, LLC

Entity DBA:

Entity Description: Real Estate company

Entity Phone: 802-343-4661

Entity Email:

Duncan@KingslandVT.com

Entity Website:

Entity Address 1: 717 Dakin Road

Entity Address 2:



<b>Entity City:</b> Ferrisburgh	<b>Entity State:</b> VT	<b>Entity Zip Code:</b> 05456	<b>Entity Country:</b> USA
<b>Entity Mailing Address 1:</b> 717 Dakin Road		<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b> Ferrisburgh	<b>Entity Mailing State:</b> VT	<b>Entity Mailing Zip Code:</b> 05456	<b>Entity Mailing Country:</b> USA

#### Business Interest in Other State 4

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

<b>Owner First Name:</b> Duncan	<b>Owner Last Name:</b> Harris	<b>Owner Suffix:</b>
<b>Entity Legal Name:</b> Squam Lake, LLC		<b>Entity DBA:</b>
<b>Entity Description:</b> Real Estate Company		
<b>Entity Phone:</b> 802-343-4661	<b>Entity Email:</b> DuncanHarris1973@gmail.com	<b>Entity Website:</b>
<b>Entity Address 1:</b> 717 Dakin Road		<b>Entity Address 2:</b>
<b>Entity City:</b> Ferrisburgh	<b>Entity State:</b> VT	<b>Entity Zip Code:</b> 05456 <b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 717 Dakin Road		<b>Entity Mailing Address 2:</b>
<b>Entity Mailing City:</b> Ferrisburgh	<b>Entity Mailing State:</b> VT	<b>Entity Mailing Zip Code:</b> 05456 <b>Entity Mailing Country:</b> United States of America

#### Business Interest in Other State 5

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

<b>Owner First Name:</b> Duncan	<b>Owner Last Name:</b> Harris	<b>Owner Suffix:</b>
<b>Entity Legal Name:</b> Harris &Montgomery, LLC as amended to The Kingsland Company LLC		<b>Entity DBA:</b>
<b>Entity Description:</b> Real Estate brokerage firm		
<b>Entity Phone:</b> 802-658-0088	<b>Entity Email:</b> Duncan@KingslandVT.com	<b>Entity Website:</b> www.kingslandvt.com
<b>Entity Address 1:</b> 1 Lawson Lane Suite 215		<b>Entity Address 2:</b>
<b>Entity City:</b> Burlington	<b>Entity State:</b> VT	<b>Entity Zip Code:</b> 05401 <b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 717 Dakin Road		<b>Entity Mailing Address 2:</b>
<b>Entity Mailing City:</b> Ferrisburgh	<b>Entity Mailing State:</b> VT	<b>Entity Mailing Zip Code:</b> 05456 <b>Entity Mailing Country:</b> United States of America

#### Business Interest in Other State 6

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

<b>Owner First Name:</b> Blair	<b>Owner Last Name:</b> Fish	<b>Owner Suffix:</b>
<b>Entity Legal Name:</b> Fish Advertising, Inc.		<b>Entity DBA:</b>
<b>Entity Description:</b> Advertising & Marketing Services		
<b>Entity Phone:</b> 401-398-0050	<b>Entity Email:</b> Blair@FishAdvertising.com	<b>Entity Website:</b> FishAdvertising.com
<b>Entity Address 1:</b> 25 Autumn Lane		<b>Entity Address 2:</b>
<b>Entity City:</b> West Kingston	<b>Entity State:</b> RI	<b>Entity Zip Code:</b> 02892 <b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 378 Main Street - Box 6		<b>Entity Mailing Address 2:</b>
<b>Entity Mailing City:</b> East	<b>Entity Mailing State:</b> RI	<b>Entity Mailing Zip Code:</b> <b>Entity Mailing Country:</b> United

Greenwich	02818	States of America
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#### Business Interest in Other State 7

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Blair    Owner Last Name: Fish    Owner Suffix:

Entity Legal Name: OSCC, LLC    Entity DBA: Ocean State Cultivation Center

Entity Description: Medical Marijuana Cultivator

Entity Phone: 401-418-4929    Entity Email: info@ZachandTeds.com    Entity Website: www.ZachandTeds.com

Entity Address 1: 65 Meadow Street    Entity Address 2:

Entity City: Warwick    Entity State: RI    Entity Zip Code: 02886    Entity Country: United States of America

Entity Mailing Address 1: 65 Meadow Street    Entity Mailing Address 2:

Entity Mailing City: Warwick    Entity Mailing State: RI    Entity Mailing Zip Code: 02886    Entity Mailing Country: United States of America

#### Business Interest in Other State 8

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Blair    Owner Last Name: Fish    Owner Suffix:

Entity Legal Name: Knight Street Group, LLC    Entity DBA:

Entity Description: Real Estate Holdings Group

Entity Phone: 401-418-4929    Entity Email: Blair@FishAdvertising.com    Entity Website: FishAdvertising.com

Entity Address 1: 181 Knight Street    Entity Address 2:

Entity City: Warwick    Entity State: RI    Entity Zip Code: 02886    Entity Country: United States of America

Entity Mailing Address 1: 158B Sherman Road    Entity Mailing Address 2:

Entity Mailing City: Wakefield    Entity Mailing State: RI    Entity Mailing Zip Code: 02879    Entity Mailing Country: United States of America

#### Business Interest in Other State 9

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: John    Owner Last Name: Kenyon    Owner Suffix:

Entity Legal Name: Priority Title Company    Entity DBA:

Entity Description: Real Estate Title Company

Entity Phone: 401-789-0276    Entity Email: JFK@PriorityTitlecompany.com    Entity Website: www.prioritytitlecompany.com

Entity Address 1: 133 Old Tower Hill Road, Suite 2    Entity Address 2:

Entity City: Wakefield    Entity State: RI    Entity Zip Code: 02879    Entity Country: United States of America

Entity Mailing Address 1: 133 Old Tower Hill Road, Suite 2    Entity Mailing Address 2:

Entity Mailing City: Wakefield    Entity Mailing State: RI    Entity Mailing Zip Code: 02879    Entity Mailing Country: United States of America

#### Business Interest in Other State 10

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Derek    Owner Last Name: Ross    Owner Suffix:

<b>Entity Legal Name:</b> Cannatech LLC		<b>Entity DBA:</b>	
<b>Entity Description:</b> Consulting company			
<b>Entity Phone:</b> 508-212-4490	<b>Entity Email:</b> Derek@Cannatech.com	<b>Entity Website:</b> Cannatech.com	
<b>Entity Address 1:</b> 632 Chestnut Hill Rd.		<b>Entity Address 2:</b>	
<b>Entity City:</b> Chepachet	<b>Entity State:</b> RI	<b>Entity Zip Code:</b> 02814	<b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 679 Washington Street		<b>Entity Mailing Address 2:</b> Suite 8, Box 117	
<b>Entity Mailing City:</b> Attleboro	<b>Entity Mailing State:</b> MA	<b>Entity Mailing Zip Code:</b> 02703	<b>Entity Mailing Country:</b> United States of America

#### Business Interest in Other State 11

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

<b>Owner First Name:</b> Derek	<b>Owner Last Name:</b> Ross	<b>Owner Suffix:</b>	
<b>Entity Legal Name:</b> Future Farms Maine LLC		<b>Entity DBA:</b>	
<b>Entity Description:</b> Industrial hemp farm			
<b>Entity Phone:</b> 508-212-4490	<b>Entity Email:</b> Derek@Cannatech.com	<b>Entity Website:</b> FutureFarmTech.com	
<b>Entity Address 1:</b> 415 Cnogress Street, Ste. 202A		<b>Entity Address 2:</b>	
<b>Entity City:</b> Portland	<b>Entity State:</b> ME	<b>Entity Zip Code:</b> 04101	<b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 415 Congress Street, Ste. 202A		<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b> Portland	<b>Entity Mailing State:</b> ME	<b>Entity Mailing Zip Code:</b> 04101	<b>Entity Mailing Country:</b> United States of America

#### Business Interest in Other State 12

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

<b>Owner First Name:</b> Derek	<b>Owner Last Name:</b> Ross	<b>Owner Suffix:</b>	
<b>Entity Legal Name:</b> Herask Associates, LLC		<b>Entity DBA:</b>	
<b>Entity Description:</b> Medical marijuana cultivator			
<b>Entity Phone:</b> 508-212-4490	<b>Entity Email:</b> Derek@Cannatech.com	<b>Entity Website:</b>	
<b>Entity Address 1:</b> 342 Compass Circle Unit B3/4		<b>Entity Address 2:</b>	
<b>Entity City:</b> North Kingstown	<b>Entity State:</b> RI	<b>Entity Zip Code:</b> 02852	<b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 342 Compass Circle Unit B3/4		<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b> North Kingstown	<b>Entity Mailing State:</b> RI	<b>Entity Mailing Zip Code:</b> 02852	<b>Entity Mailing Country:</b> United States of America

#### Business Interest in Other State 13

**Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner

<b>Owner First Name:</b> Brett	<b>Owner Last Name:</b> Fish	<b>Owner Suffix:</b>	
<b>Entity Legal Name:</b> OSCC, LLC		<b>Entity DBA:</b> Ocean State Cultivation Center	
<b>Entity Description:</b> Medical Marijuana Cultivator			
<b>Entity Phone:</b> 401-639-2600	<b>Entity Email:</b> info@zachandteds.com	<b>Entity Website:</b> www.Zachandteds.com	

Entity Address 1: 65 Meadow Street		Entity Address 2:	
Entity City: Warwick	Entity State: RI	Entity Zip Code: 02886	Entity Country: United States of America
Entity Mailing Address 1: 65 Meadow Street		Entity Mailing Address 2:	
Entity Mailing City: Warwick	Entity Mailing State: RI	Entity Mailing Zip Code: 02886	Entity Mailing Country: United States of America

#### Business Interest in Other State 14

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Brett	Owner Last Name: Fish	Owner Suffix:	
Entity Legal Name: Knight Street Group, LLC		Entity DBA:	
Entity Description: Real Estate Holdings Group			
Entity Phone: 401-639-2600	Entity Email: BrettFish3@gmail.com	Entity Website:	
Entity Address 1: 181 Knight Street		Entity Address 2:	
Entity City: Warwick	Entity State: RI	Entity Zip Code: 02886	Entity Country: United States of America
Entity Mailing Address 1: 158B Sherman Road		Entity Mailing Address 2:	
Entity Mailing City: Wakefield	Entity Mailing State: RI	Entity Mailing Zip Code: 02879	Entity Mailing Country: United States of America

#### Business Interest in Other State 15

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Brett	Owner Last Name: Fish	Owner Suffix:	
Entity Legal Name: New England Credit Card Systems		Entity DBA:	
Entity Description: Merchant Service Provider			
Entity Phone: 401-302-1459	Entity Email: BFish@NewEnglandCreditCardSystems.com	Entity Website: www.NewEnglandCreditCardSystems.com	
Entity Address 1: 378 Main Street		Entity Address 2:	
Entity City: East Greenwich	Entity State: RI	Entity Zip Code: 02818	Entity Country: United States of America
Entity Mailing Address 1: 378 Main Street		Entity Mailing Address 2:	
Entity Mailing City: East Greenwich	Entity Mailing State: RI	Entity Mailing Zip Code: 02818	Entity Mailing Country: United States of America

#### Business Interest in Other State 16

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Brett	Owner Last Name: Fish	Owner Suffix:	
Entity Legal Name: Fly Credit Solutions, LLC		Entity DBA:	
Entity Description: Credit Card Services			
Entity Phone: 401-639-2600	Entity Email: Brettfish3@gmail.com	Entity Website:	
Entity Address 1: 213 Orchard Woods Drive		Entity Address 2:	
Entity City: Saunderstown	Entity State: RI	Entity Zip Code: 02874	Entity Country: United States of America
Entity Mailing Address 1: 213 Orchard Woods Drive		Entity Mailing Address 2:	

<b>Entity Mailing City:</b> Saunderstown	<b>Entity Mailing State:</b> RI	<b>Entity Mailing Zip Code:</b> 02874	<b>Entity Mailing Country:</b> United States of America
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Business Interest in Other State 17

<b>Business Interest of an Owner or the Marijuana Establishment:</b> Business Interest of an Owner			
<b>Owner First Name:</b> Brett	<b>Owner Last Name:</b> Fish	<b>Owner Suffix:</b>	
<b>Entity Legal Name:</b> Ohio Craft Cultivators, LLC		<b>Entity DBA:</b>	
<b>Entity Description:</b> Cannabis Dispensary			
<b>Entity Phone:</b> 401-639-2600	<b>Entity Email:</b> Brettfish3@gmail.com	<b>Entity Website:</b>	
<b>Entity Address 1:</b> 549 U.S Highway 1 Bypass		<b>Entity Address 2:</b>	
<b>Entity City:</b> Portsmouth	<b>Entity State:</b> NH	<b>Entity Zip Code:</b> 03801	<b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 549 U.S. Highway 1 Bypass		<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b> Portsmouth	<b>Entity Mailing State:</b> NH	<b>Entity Mailing Zip Code:</b> 03801	<b>Entity Mailing Country:</b> United States of America

Business Interest in Other State 18

<b>Business Interest of an Owner or the Marijuana Establishment:</b> Business Interest of an Owner			
<b>Owner First Name:</b> Zachary	<b>Owner Last Name:</b> Allen	<b>Owner Suffix:</b>	
<b>Entity Legal Name:</b> OSCC, LLC		<b>Entity DBA:</b> Ocean State Cultivation Center	
<b>Entity Description:</b> Medical Marijuana Cultivator			
<b>Entity Phone:</b> 401-418-4929	<b>Entity Email:</b> info@zachandteds.com	<b>Entity Website:</b> www.ZachandTeds.com	
<b>Entity Address 1:</b> 65 Meadow Street		<b>Entity Address 2:</b>	
<b>Entity City:</b> Warwick	<b>Entity State:</b> RI	<b>Entity Zip Code:</b> 02886	<b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 65 Meadow Street		<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b> Warwick	<b>Entity Mailing State:</b> RI	<b>Entity Mailing Zip Code:</b> 02886	<b>Entity Mailing Country:</b> United States of America

Business Interest in Other State 19

<b>Business Interest of an Owner or the Marijuana Establishment:</b> Business Interest of an Owner			
<b>Owner First Name:</b> Robert	<b>Owner Last Name:</b> Grillo	<b>Owner Suffix:</b>	
<b>Entity Legal Name:</b> OSCC, LLC		<b>Entity DBA:</b> Ocean State Cultivation Center	
<b>Entity Description:</b> Medical Marijuana Cultivator			
<b>Entity Phone:</b> 401-418-4929	<b>Entity Email:</b> info@zachandteds.com	<b>Entity Website:</b> www.ZachandTeds.com	
<b>Entity Address 1:</b> 65 Meadow Street		<b>Entity Address 2:</b>	
<b>Entity City:</b> Warwick	<b>Entity State:</b> RI	<b>Entity Zip Code:</b> 02886	<b>Entity Country:</b> United States of America
<b>Entity Mailing Address 1:</b> 65 Meadow Street		<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b> Warwick	<b>Entity Mailing State:</b> RI	<b>Entity Mailing Zip Code:</b> 02886	<b>Entity Mailing Country:</b> United States of America

Business Interest in Other State 20

**Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

Owner First Name: Blair      Owner Last Name: Fish      Owner Suffix:

Entity Legal Name: Fishleaf Farms LLC      Entity DBA:

Entity Description: Supplier of hemp products

Entity Phone: 401-639-2600      Entity Email:      Entity Website: Fishleaffarms.com  
Brett@NovaFarms.com

Entity Address 1: 25 Autumn Lane      Entity Address 2:

Entity City: West Kingston      Entity State: RI      Entity Zip Code: 02892      Entity Country: United States of America

Entity Mailing Address 1: 25 Autumn Lane      Entity Mailing Address 2:

Entity Mailing City: West Kingston      Entity Mailing State: RI      Entity Mailing Zip Code: 02892      Entity Mailing Country: United States of America

**Business Interest in Other State 21****Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

Owner First Name: John      Owner Last Name: Kenyon      Owner Suffix:

Entity Legal Name: 133 Old Tower Hill Road, LLC      Entity DBA:

Entity Description: Real Estate Holding Company

Entity Phone: 401-789-0217      Entity Email: JFK@KenyonLawyers.com      Entity Website:

Entity Address 1: 133 Old Tower Hill Road      Entity Address 2:

Entity City: Wakefield      Entity State: RI      Entity Zip Code: 02879      Entity Country: United States of America

Entity Mailing Address 1: 133 Old Tower Hill Road      Entity Mailing Address 2:

Entity Mailing City: Wakefield      Entity Mailing State: RI      Entity Mailing Zip Code: 02879      Entity Mailing Country: United States of America

**Business Interest in Other State 22****Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

Owner First Name: John      Owner Last Name: Kenyon      Owner Suffix:

Entity Legal Name: Coast, LLC      Entity DBA:

Entity Description: Consulting Services

Entity Phone: 401-741-6190      Entity Email: jrkenyon@cox.net      Entity Website: None

Entity Address 1: 133 Old Tower Hill Road      Entity Address 2:

Entity City: Wakefield      Entity State: RI      Entity Zip Code: 02879      Entity Country: USA

Entity Mailing Address 1: 133 Old Tower Hill Road      Entity Mailing Address 2:

Entity Mailing City: Wakefield      Entity Mailing State: RI      Entity Mailing Zip Code: 02879      Entity Mailing Country: USA

**Business Interest in Other State 23****Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment**

Owner First Name: Nova Farms      Owner Last Name:      Owner Suffix:

LLC

Entity Legal Name: Nova Beverage LLC      Entity DBA:

Entity Description: Hemp CBD beverage company.

Entity Phone: 508-212-4490      Entity Email: derek@novafarms.com      Entity Website:

Entity Address 1: 1301 Atwood Avenue, Suite 215N		Entity Address 2:	
Entity City: Johnston	Entity State: RI	Entity Zip Code: 02919	Entity Country: USA
Entity Mailing Address 1: 34 Extension Street		Entity Mailing Address 2:	
Entity Mailing City: Attleboro	Entity Mailing State: MA	Entity Mailing Zip Code: 02703	Entity Mailing Country: USA

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Stephen	Last Name: Harrington	Suffix:
Marijuana Establishment Name: Liberty Compassion Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: West Springfield	Marijuana Establishment State: MA	

##### Individual 2

First Name: Stephen	Last Name: Harrington	Suffix:
Marijuana Establishment Name: Liberty Compassion Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Taunton	Marijuana Establishment State: MA	

##### Individual 3

First Name: Stephen	Last Name: Harrington	Suffix:
Marijuana Establishment Name: Liberty Compassion Inc.	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Clinton	Marijuana Establishment State: MA	

##### Individual 4

First Name: Stephen	Last Name: Harrington	Suffix:
Marijuana Establishment Name: Liberty Compassion Inc.	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Clinton	Marijuana Establishment State: MA	

##### Individual 5

First Name: Derek	Last Name: Ross	Suffix:
Marijuana Establishment Name: Nova Farms LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

##### Individual 6

First Name: Derek	Last Name: Ross	Suffix:
Marijuana Establishment Name: Nova Farms LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

##### Individual 7

First Name: Derek	Last Name: Ross	Suffix:
Marijuana Establishment Name: Nova Farms LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

##### Individual 8

First Name: Derek	Last Name: Ross	Suffix:
Marijuana Establishment Name: Nova Farms LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Sheffield	Marijuana Establishment State: MA	

##### Individual 9

First Name: Derek	Last Name: Ross	Suffix:
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<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA

#### Individual 10

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 11

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 12

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 13

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 14

<b>First Name:</b> John	<b>Last Name:</b> Kenyon	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 15

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 16

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 17

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 18

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 19

<b>First Name:</b> Brett	<b>Last Name:</b> Fish	<b>Suffix:</b>
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<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA

#### Individual 20

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 21

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 22

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 23

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 24

<b>First Name:</b> Blair	<b>Last Name:</b> Fish	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 25

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 26

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 27

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 28

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 29

<b>First Name:</b> Duncan	<b>Last Name:</b> Harris	<b>Suffix:</b>
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**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Sheffield      **Marijuana Establishment State:** MA

**Individual 30**

**First Name:** Robert      **Last Name:** Grillo      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 31**

**First Name:** Robert      **Last Name:** Grillo      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 32**

**First Name:** Robert      **Last Name:** Grillo      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 33**

**First Name:** Robert      **Last Name:** Grillo      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Sheffield      **Marijuana Establishment State:** MA

**Individual 34**

**First Name:** Robert      **Last Name:** Grillo      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Sheffield      **Marijuana Establishment State:** MA

**Individual 35**

**First Name:** Zachary      **Last Name:** Allen      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 36**

**First Name:** Zachary      **Last Name:** Allen      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 37**

**First Name:** Zachary      **Last Name:** Allen      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 38**

**First Name:** Zachary      **Last Name:** Allen      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Sheffield      **Marijuana Establishment State:** MA

**Individual 39**

**First Name:** Zachary      **Last Name:** Allen      **Suffix:**

<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA

#### Individual 40

<b>First Name:</b> Stephen	<b>Last Name:</b> Harrington	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 41

<b>First Name:</b> Stephen	<b>Last Name:</b> Harrington	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 42

<b>First Name:</b> Stephen	<b>Last Name:</b> Harrington	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 43

<b>First Name:</b> Stephen	<b>Last Name:</b> Harrington	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 44

<b>First Name:</b> Stephen	<b>Last Name:</b> Harrington	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 45

<b>First Name:</b> Marc	<b>Last Name:</b> Figuerido	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 46

<b>First Name:</b> Marc	<b>Last Name:</b> Figuerido	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 47

<b>First Name:</b> Marc	<b>Last Name:</b> Figuerido	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Attleboro	<b>Marijuana Establishment State:</b> MA	

#### Individual 48

<b>First Name:</b> Marc	<b>Last Name:</b> Figuerido	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Nova Farms LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Sheffield	<b>Marijuana Establishment State:</b> MA	

#### Individual 49

<b>First Name:</b> Marc	<b>Last Name:</b> Figuerido	<b>Suffix:</b>
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**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Sheffield      **Marijuana Establishment State:** MA

#### Individual 50

**First Name:** Manuel      **Last Name:** Tedeschi      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

#### Individual 51

**First Name:** Marc      **Last Name:** Tedeschi      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

#### Individual 52

**First Name:** Manuel      **Last Name:** Tedeschi      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

#### Individual 53

**First Name:** Manuel      **Last Name:** Tedeschi      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Sheffield      **Marijuana Establishment State:** MA

#### Individual 54

**First Name:** Manuel      **Last Name:** Tedeschi      **Suffix:**  
**Marijuana Establishment Name:** Nova Farms LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Sheffield      **Marijuana Establishment State:** MA

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 1137 Worcester Road  
**Establishment Address 2:**  
**Establishment City:** Framingham      **Establishment Zip Code:** 01701  
**Approximate square footage of the establishment:** 3092      **How many abutters does this property have?:** 36  
**Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?:** Yes

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Comm Outreach Meeting Attestation_Meeting 04 18 19 (1).pdf	pdf	5da4edd0ec4af12b542693dd	10/14/2019
Certification of Host Community Agreement	HCA Certification Executed.pdf	pdf	5da4f10db35b62300f5d710c	10/14/2019
Plan to Remain Compliant with Local Zoning	Plans to Comply with Local Zoning Ordinance.pdf	pdf	5da4f603b35b62300f5d7114	10/14/2019

**Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$**

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Community of Disproportionate Impact.pdf	pdf	5da5fa3aec4af12b5426956b	10/15/2019
Plan for Positive Impact	DiversityCvr.pdf	pdf	5da5fab2cdbfc22fc658b1ab	10/15/2019
Plan for Positive Impact	Letter From Growthways, Inc..pdf	pdf	5da89d2d51e4622fd80694cd	10/17/2019

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Owner / Partner      Other Role:  
First Name: John      Last Name: Kenyon      Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### Individual Background Information 2

Role: Owner / Partner      Other Role:  
First Name: Derek      Last Name: Ross      Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### Individual Background Information 3

Role: Owner / Partner      Other Role:  
First Name: Blair      Last Name: Fish      Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### Individual Background Information 4

Role: Owner / Partner      Other Role:  
First Name: Brett      Last Name: Fish      Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### Individual Background Information 5

Role: Owner / Partner      Other Role:  
First Name: Duncan      Last Name: Harris      Suffix:  
RMD Association: RMD Owner  
Background Question: yes

#### Individual Background Information 6

Role: Owner / Partner      Other Role:

First Name: Robert Last Name: Grillo Suffix:

RMD Association: RMD Owner

Background Question: yes

#### Individual Background Information 7

Role: Owner / Partner Other Role:

First Name: Zachary Last Name: Allen Suffix:

RMD Association: RMD Owner

Background Question: yes

#### Individual Background Information 8

Role: Board Member Other Role:

First Name: Stephen Last Name: Harrington Suffix:

RMD Association: RMD Manager

Background Question: yes

#### Individual Background Information 9

Role: Manager Other Role:

First Name: Marc Last Name: Figueiredo Suffix:

RMD Association: RMD Manager

Background Question: yes

#### Individual Background Information 10

Role: Manager Other Role:

First Name: Manuel Last Name: Tedeschi Suffix:

RMD Association: RMD Manager

Background Question: yes

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

Role: Parent Company Other Role:

Entity Legal Name: Nova Farms LLC Entity DBA:

Entity Description: Marijuana Establlshment

Phone: 508-212-4490 Email: Derek@NovaFarms.com

Primary Business Address 1: 34 Extension Street Primary Business Address 2:

Primary Business City: Attleboro Primary Business State: MA Principal Business Zip Code: 02703

Additional Information:

#### Entity Background Check Information 2

Role: Investor/Contributor Other Role:

Entity Legal Name: Beach Farms investco, LLC Entity DBA:

Entity Description: Investment Company

Phone: 215-796-2511 Email: sphhags@gmail.com

Primary Business Address 1: 600 W. Germantown Pike, Ste 400 Primary Business Address 2:

Primary Business City: Plymouth Meeting Primary Business State: PA Principal Business Zip Code: 19462

Additional Information:

#### Entity Background Check Information 3

Date generated: 03/25/2021

<b>Role:</b> Investor/Contributor	<b>Other Role:</b>
<b>Entity Legal Name:</b> Future Farms Technologies, Inc.	<b>Entity DBA:</b>
<b>Entity Description:</b> Canadian Business Corporation	
<b>Phone:</b> 617-312-7497	<b>Email:</b> kate@futurefarmtech.com
<b>Primary Business Address 1:</b> 368 Washington Street, Suite 206	<b>Primary Business Address 2:</b>
<b>Primary Business City:</b> Dedham	<b>Primary Business State:</b> MA <b>Principal Business Zip Code:</b> 02026
<b>Additional Information:</b>	

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	BCWC LLC MA Cert of Good Standing-07 08 2019.pdf	pdf	5d405d2eba40853412508653	07/30/2019
Articles of Organization	BCWC, Inc. Articles of Org_filed 01 31 2017.pdf	pdf	5d405e10e230513892f82045	07/30/2019
Articles of Organization	Articles of Entity Conversion to BCWC LLC_03 09 2018.pdf	pdf	5d405e27cfc708389d722bed	07/30/2019
Department of Revenue - Certificate of Good standing	Doc H - Certificate of Good Standing DOR July 11, 2019.pdf	pdf	5d67020c3aff472290b9ec14	08/28/2019
Bylaws	Nova Farms Updated Amended and Restated Operating Agreement.pdf	pdf	5da60a33b35b62300f5d7327	10/15/2019
Articles of Organization	Certificate Of Amendment.pdf	pdf	5e5d96179e668e468af05dee	03/02/2020

No documents uploaded

Massachusetts Business Identification Number: 001316771

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Dispensary Timeline.pdf	pdf	5da603d2d5c8962b282d9920	10/15/2019
Business Plan	Nova Farms Biz Plan.pdf	pdf	5da60adc90352a2b339aba0e	10/15/2019
Plan for Liability Insurance	PLAN TO OBTAIN LIABILITY INSURANCE.pdf	pdf	5da60af473225f2fcd763d86	10/15/2019
Proposed Timeline	Amended Information For Timeline.pdf	pdf	5e72491af0445c357cb03c9a	03/18/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5da5fb2aec4af12b5426956f	10/15/2019
Prevention of diversion	Plans to prevent the diversion of	pdf	5da5fc31d5c8962b282d98f3	10/15/2019

	marijuana products.pdf			
Transportation of marijuana	Transportation plans.pdf	pdf	5da5ff3dc9aebd2b498a776d	10/15/2019
Inventory procedures	Inventory procedures.pdf	pdf	5da600d14b00122fe399d348	10/15/2019
Personnel policies including background checks	Personnel policies.pdf	pdf	5da60276b207f82b12a9258c	10/15/2019
Record Keeping procedures	Record-keeping procedures.pdf	pdf	5da6029090352a2b339ab9c8	10/15/2019
Maintaining of financial records	Policies and procedures for maintaining financial records .pdf	pdf	5da602c351e4622fd8068d5c	10/15/2019
Diversity plan	DiversityCvr.pdf	pdf	5da602ea572d3130006a25aa	10/15/2019
Security plan	Amended Security Plans and Procedures for Retail.pdf	pdf	5e724a131cdd2e3910a4f615	03/18/2020
Storage of marijuana	Amended Plans To Store Marijuana Products.pdf	pdf	5e724a83b3c49635509e7365	03/18/2020
Restricting Access to age 21 and older	Amended Plans on Restricting Access to Age 21 and Older.pdf	pdf	5e724b7fd29ad935715933da	03/18/2020
Quality control and testing	Amended Quality Control and Contaminant Testing Procedures.pdf	pdf	5e724c54d29ad935715933e0	03/18/2020
Dispensing procedures	Amended Dispensing Operations-numbered separately sections.pdf	pdf	5e724c83b3c49635509e7377	03/18/2020
Qualifications and training	Amended Qualifications and Training.pdf	pdf	5e724cddb7c619391b8b6027	03/18/2020
Separating recreational from medical operations, if applicable	Amended Separating Recreational from Medical Operations.pdf	pdf	5e724d51b014bf38e46ca769	03/18/2020
Diversity plan	Second Amended Diversity Plan.pdf	pdf	5e962eabf0445c357cb095d5	04/14/2020

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:



I certify that all information contained within this renewal application is complete and true.:

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 8:00 PM

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Derek A. Ross, (*insert name*) attest as an authorized representative of NOVA FARMS, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on April 18, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 11, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 18, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 9, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

CITY OF FRAMINGHAM  
CITY CLERK'S OFFICE

2019 APR -8 P 4: 23

April 8, 2019

The Honorable Lisa Ferguson  
City Clerk  
City of Framingham  
Memorial Building, Room 105  
150 Concord Street  
Framingham, MA 01702

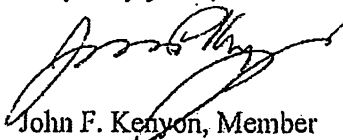
Dear Clerk Ferguson:

Enclosed please find a copy of the Notice for the Community Outreach meeting for a proposed Marijuana Retail Establishment to be held on Thursday, April 18, 2019, at 7:00 p.m. at the Sheraton Framingham Hotel & Conference Center located at 1657 Worcester Road, Framingham, MA 01701.

We have placed a legal ad for the Community Outreach meeting in the Metro West Daily Newspaper. We have also notified the abutters within 300 feet of the property at 1137 Worcester Road of the Community Outreach meeting.

Please contact me if you have any questions and, of course, we would welcome you to attend the Community Outreach meeting.

Very truly yours,

  
John F. Kenyon, Member  
JFK/pas

Encl.



The Honorable Lisa Ferguson  
City Clerk  
City of Framingham  
Memorial Building, Room 105  
150 Concord Street  
Framingham, MA 01702

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2019 APR - 8 P 4: 22

CITY OF FRAMINGHAM  
CITY CLERK'S OFFICE

OFFICE OF THE MAYOR  
FRAMINGHAM, MA.  
2019 APR -8 PM 4:20

BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019

The Honorable Dr. Yvonne M. Spicer, Mayor  
City of Framingham  
150 Concord Street  
Framingham, MA 01702

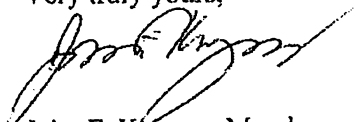
Dear Mayor Spicer:

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JFK/pas

Encl.



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City of Framingham  
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OFFICE OF THE MAYOR  
FRAMINGHAM, MA.

2019 APR 8 PM 4 20  
BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019

Thatcher W. Kezer, III  
Chief Operating Officer  
City of Framingham  
150 Concord Street  
Framingham, MA 01702

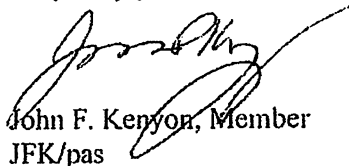
Dear Officer Kezer:

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John F. Kenyon, Member  
JFK/pas

Encl.



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City of Framingham  
150 Concord Street  
Framingham, MA 01702

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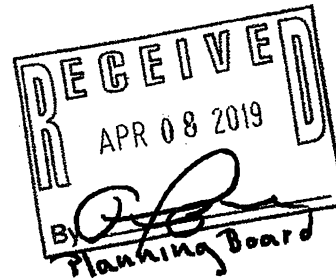
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# BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019

Amanda Loomis  
Planning Board Administrator  
City of Framingham  
Memorial Building, Room 205  
150 Concord Street  
Framingham, MA 01702



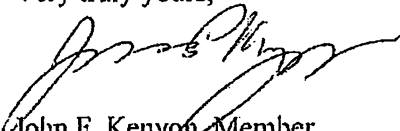
Dear Administrator Loomis:

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JFK/pas

Encl.



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# BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019

The Honorable Christine Long  
Planning Board Chair  
City of Framingham  
Memorial Building, Room 205  
150 Concord Street  
Framingham, MA 01702




Dear Chairperson Long:

Enclosed please find a copy of the Notice for the Community Outreach meeting for a proposed Marijuana Retail Establishment to be held on Thursday, April 18, 2019, at 7:00 p.m. at the Sheraton Framingham Hotel & Conference Center located at 1657 Worcester Road, Framingham, MA 01701.

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JFK/pas

Encl.



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# BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019



The Honorable Lewis Colten  
Planning Board Vice Chair  
City of Framingham  
Memorial Building, Room 205  
150 Concord Street  
Framingham, MA 01702

Dear Vice-Chairperson Colten:

Enclosed please find a copy of the Notice for the Community Outreach meeting for a proposed Marijuana Retail Establishment to be held on Thursday, April 18, 2019, at 7:00 p.m. at the Sheraton Framingham Hotel & Conference Center located at 1657 Worcester Road, Framingham, MA 01701.

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JFK/pas

Encl.



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City of Framingham  
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# BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019

The Honorable Joseph Norton  
Planning Board Member  
City of Framingham  
Memorial Building, Room 205  
150 Concord Street  
Framingham, MA 01702



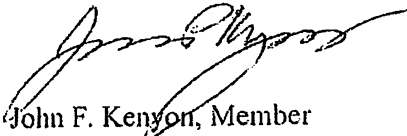
Dear Member Norton:

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JFK/pas

Encl.



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City of Framingham  
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# BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019

The Honorable Shannon Fitzpatrick  
Planning Board Member  
City of Framingham  
Memorial Building, Room 205  
150 Concord Street  
Framingham, MA 01702



Dear Member Fitzpatrick:

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JFK/pas

Encl.



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# BCWC

34 EXTENSION STREET • ATTLEBORO, MA 02703

April 8, 2019

The Honorable Victor Ortiz  
Planning Board Clerk  
City of Framingham  
Memorial Building, Room 205  
150 Concord Street  
Framingham, MA 01702



Dear Clerk Ortiz:

Enclosed please find a copy of the Notice for the Community Outreach meeting for a proposed Marijuana Retail Establishment to be held on Thursday, April 18, 2019, at 7:00 p.m. at the Sheraton Framingham Hotel & Conference Center located at 1657 Worcester Road, Framingham, MA 01701.

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JFK/pas

Encl.

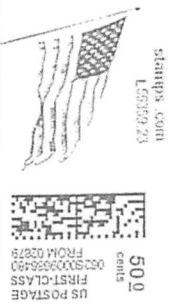
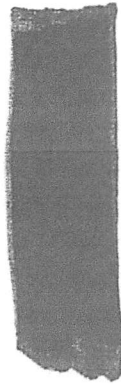


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BCWC LLC  
34 Extension Street  
Attleboro, MA 02703



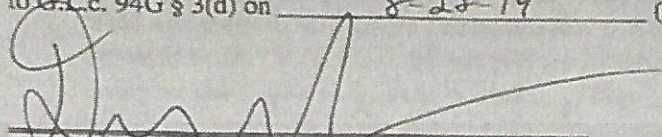


## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

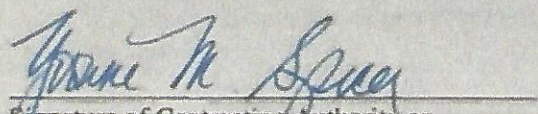
### Applicant

I, Derek Ross ) certify as an authorized representative of  
BCWC, LLC that the applicant has executed a host )  
community agreement with the City of Framingham (insert name of host community) pursuant  
to G.L.c. 94G § 3(d) on 8-28-19 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Yvonne M. Spicer, Mayor, certify that I am the contracting authority for  
have been duly authorized by the contracting authority for the City of Framingham  
to certify that the applicant and the City of Framingham  
has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on  
(insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community



### **Plans to Comply with Local Zoning Ordinance:**

The City of Framingham permits retail marijuana establishments only in the Marijuana Retail Establishment Overlay District. The property at 1137 Worcester Road is in the Marijuana Retail Establishment Overlay District. Nova Farms has received Site Plan Approval from the Framingham Planning Commission. Nova Farms also applied to the Marijuana Advisory Team and were one of the companies selected to enter into a Host Community Agreement with the City.

At this time no zoning relief is necessary for the proposed marijuana retail establishment. Prior to opening Nova Farms will need to be inspected and obtain final approval from the Board of Health. Nova Farms will remain compliant with all zoning ordinance requirements. If Framingham amends its zoning ordinances, and relief is necessary, then Nova Farms will apply for and obtain the necessary zoning relief.

## **Nova Farms– Plan to Positively Impact Areas of Disproportionate Impact**

Nova Farms has welcomed the opportunity to develop a plan to put to use dedicated resources to positively impact areas of disproportionate impact within the Commonwealth (“Plan”). Set forth below is Nova Farm’s proposed Plan which, among other consideration, takes into account the rules, regulations and guidance documents of the Cannabis Control Commission (“CCC”) as they relate to establishing and implementing plans to address areas of disproportionate impact.

### **1. Identification and Selection of Area(s) of Disproportionate Impact for Implementation of Plan.**

Nova Farms has taken note of the communities of disproportionate impact identified by the CCC:

Abington, Amherst, Boston, Braintree, Brockton, Chelsea, Fall River, Fitchburg, Greenfield Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield, and Worcester.

Nova Farm’s intends to implement its Plan to primarily benefit the communities of Mansfield, Taunton, and Brockton given their proximity to Nova Farm’s Attleboro location (the “Selected Communities”). To the extent that Attleboro is later determined by the CCC to be an of disproportionate impact, Nova Farms intends to revise its Plan to include that municipality as an additional Plan beneficiary.

Nova Farms has also reached out to Growthways, Inc. located in Brockton. Growthways, Inc. provides community support for people with developmental disabilities. CEO of Growthways, Inc., Marty Berliner, has indicated that the organization is willing to accept donations from Nova Farms.

### **2. Nova Farm’s Goals to Positively Impact These Communities**

- A. Nova Farms shall have a positive impact on the members of the communities of Mansfield, Taunton and Brockton and on those communities as a whole, by providing business assets such as time, organization skills and finances.
- B. Nova Farms shall assist individuals and businesses facing systemic barriers to employment and economic success by providing mentoring, professional and technical services.

### **3. Nova Farm’s Proposed Programs to Positively Impact Areas of Disproportionate Impact.** Nova Farm’s Plan to positively impact the targeted communities will be two-fold.

- A. Financial Support of Worthy Causes. In the first instance, Nova Farms will implement a donor-based initiative. Specifically, Nova Farms will provide additional financial resources to nonprofit community-based organizations which offer a community support for people with developmental disabilities. In particular, Nova Farms will make financial

contributions to Growthways, Inc. This organization provides critical services and support for people with developmental disabilities.

- B. Industry-Specific Instruction. In an effort to benefit work-force eligible residents within areas of disproportionate impact, Nova Farms intends on making its professional staff available to provide industry-specific instruction. In particular, Nova Farms will make its professional staff available for no less than an aggregate total of fifty (50) hours per year – based upon Nova Farm’s licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission’s regulations pertaining to Social Justice Leaders.

4. Measurement of Nova Farm’s Positive Impact on Areas of Disproportionate Impact. Nova Farms shall use the following metrics to determine the success of these programs:

- A. Nova Farms shall quantitatively measure the success of this plan by ensuring that the total amount donated to the selected programs is at least \$10,000.00 annually. A contribution shall be made no less than annually and shall come no later than 60 days following the close of Nova Farm’s fiscal year. This Plan accounts for all adult use applications filed, and to be filed, by Nova Farms, and that the payments, in the aggregate, will not exceed the amount identified in the Plan.

Nova Farms will use the qualitative measurement determining the success of this program by the number of community members who receive support. We will measure success by analyzing the historical data for the individuals who received support from past years against the current year’s activity level in the programs. Higher participation rates in the current year of our resources in these programs, will help identify the success of the proposed donations.

- B. Nova Farms shall quantitatively measure the success of the industry-specific instruction program by ensuring that its professional staff completes no less than an aggregate total of 50 hours per year of the proposed instruction.

The qualitative measurement of success will be determined by the number of participants in the industry-specific instruction program that obtain adult use cannabis industry employment. We will also focus on the types of jobs that are created through the industry-specific instruction program.

5. Plan Assessment. Nova Farms shall evaluate the plan’s progress on a quarterly basis. Nova Farms shall assess the Plan to Positively Impact Areas of Disproportionate Impact within nine months of commencement of operations. At that time, a report will be prepared, determining

the success of the plan, using the above-referenced matrix. This report shall be provided to the CCC during our annual license renewal application.

6. Nova Farms will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
7. Any actions taken, or programs instituted, by the Nova Farms will not violate the commission's regulations with respect to limitations on ownership or control or other applicable state laws.





# Nova Farms

## Diversity Plans to Promote Equity

### Plans to Positively Impact Disproportionate Area





## GROWTHWAYS, INC.

*Community Supports for People with Developmental Disabilities*

41 N. Pearl Street, Brockton, MA 02301 (508) 941-6505 fax 583-7651

Blair Fish  
BCWC, LLC  
34 Extension St  
Attleboro, MA 02703  
May 16, 2019

Dear Mr. Fish,

Please accept this as evidence of our willingness to accept donations from your organization, and of my thanks for supporting Growthways and the people we serve. Your willingness to make contributions helps us to continue our mission of providing quality community services.

You may know that Growthways, Inc. is a tax exempt non-profit that exists solely to provide services to people with intellectual and developmental disabilities. Therefore, in accordance with the 501c3 section of the Internal Revenue Code on public charities, contributions to us are eligible to be claimed as deductions on your income tax return. To assist you in substantiating your charitable deductions for the calendar year 2019, the following detail will be provided.

Again, thank you. Your support is greatly appreciated.

Sincerely,

Marty Berliner  
President & CEO

-----  
Cumulative Gift Receipt to Growthways, Inc. FEIN# 04-2742635  
Contributions received in calendar year 2019:

<u>Gift Received</u>	<u>Restricted Use?</u>	<u>Total Amount Given</u>	<u>Value Received In Return</u>	<u>Eligible For Deduction</u>
___/___/___	No	\$00.00	0.00	\$00.00





*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

July 8, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**BCWC LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 9, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **DEREK A. ROSS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DEREK A. ROSS, JOHN F. KENYON**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DEREK A. ROSS**



In testimony of which,

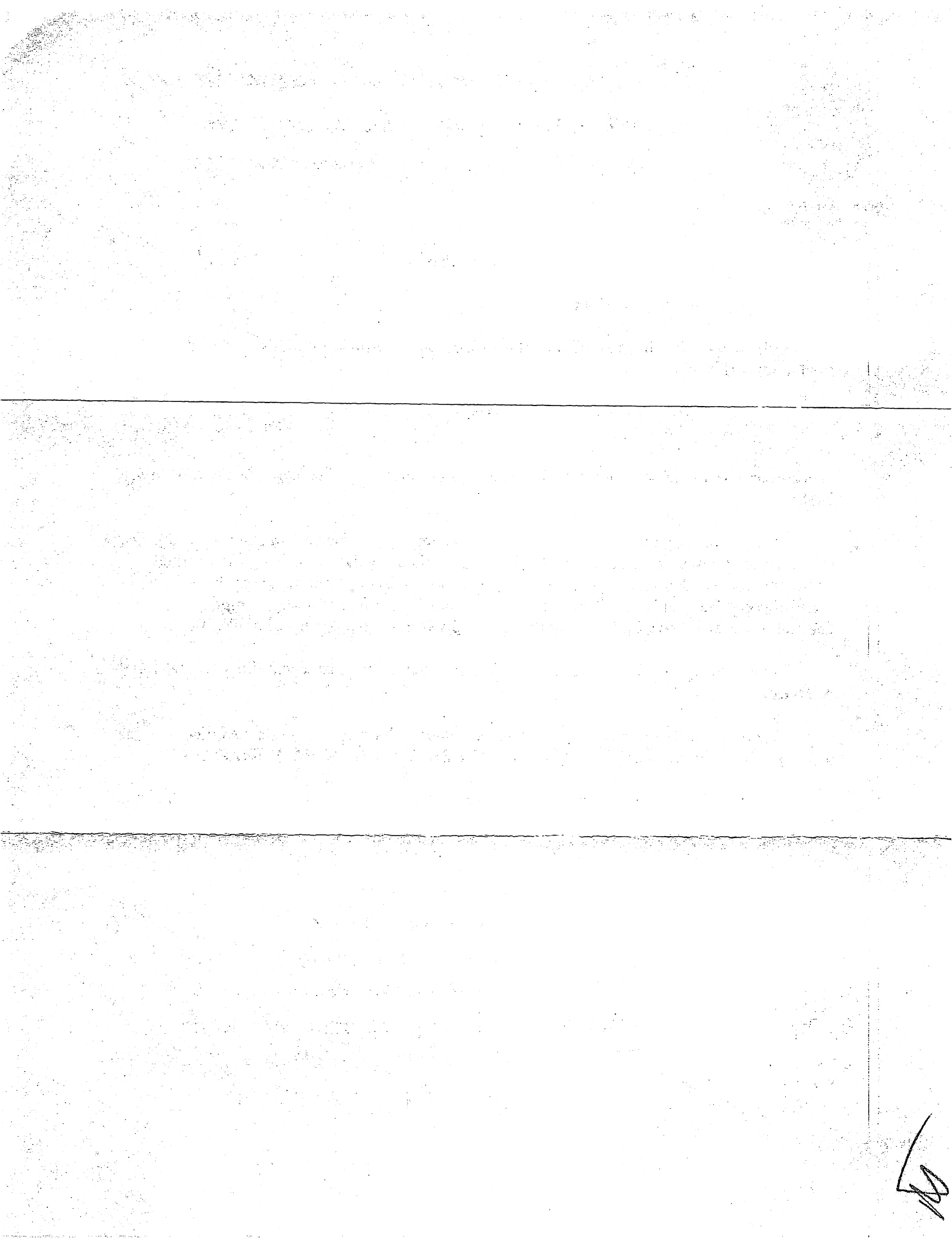
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$35.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

Special Filing Instructions

**Articles of Organization**

(General Laws, Chapter 180)

Identification Number: 001258566

**ARTICLE I**

The exact name of the corporation is:

BCWC, INC.

**ARTICLE II**

The purpose of the corporation is to engage in the following business activities:

TO ENGAGE IN ANY OR ALL LAWFUL ACTS OR ACTIVITIES FOR WHICH NON-PROFIT CORPORATIONS MAY BE ORGANIZED UNDER THE GENERAL NON-PROFIT CORPORATION LAWS OF MASSACHUSETTS AND PERMITTED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS.

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

NONE.

**ARTICLE IV**

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

*(If there are no provisions state "NONE")*

THE CORPORATION IS ORGANIZED EXCLUSIVELY FOR NONPROFIT PURPOSES. NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES OF THE CORPORATION. IN THE EVENT OF DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSES OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINE, IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS. NO OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONET

ARY DAMAGES FOR OR ARISING OUT OF A BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY A PPLICABLE LAW (I) FOR A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER. THE RIGHT OF INDEMNIFICATION UNDER THIS ARTICLE SHALL BE IN ADDITION TO AND NOT EXCLUSIVE OF ALL OTHER RIGHTS TO WHICH ANY PERSON MAY BE ENTITLED. THIS ARTICLE CONSTITUTES A CONTRACT BETWEEN THE CORPORATION AND THE INDEMNIFIED OFFICERS AND DIRECTORS. NO AMENDMENT OR REPEAL OF THE PROVISIONS OF THIS ARTICLE WHICH ADVERSELY AFFECTS THE RIGHT OF AN INDEMNIFIED OFFICER OR DIRECTOR UNDER THIS ARTICLE SHALL APPLY TO SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS WHICH OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

*Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.*

**ARTICLE V**

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

**ARTICLE VII**

The information contained in Article VII is not a permanent part of the Articles of Organization.

**a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:**

No. and Street: 679 WASHINGTON STREET  
SUITE 8, BOX #117  
City or Town: SOUTH ATTLEBORO State: MA Zip: 02703 Country: USA

**b. The name, residential street address and post office address of each director and officer of the corporation is as follows:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code	<b>Expiration of Term</b>
PRESIDENT	DEREK ROSS	632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA 632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA	12/31/2018
TREASURER	JOHN MAY	21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA 21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
CLERK	MICHAEL SHINE	35 WESTFORD AVE. WARWICK, RI 02889 USA 35 WESTFORD AVE. WARWICK, RI 02889 USA	12/31/2018
DIRECTOR	BRETT E. FISH	213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	STOWELL L. BURNHAM IV	86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA 86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA	12/31/2018
DIRECTOR	JOHN F. KENYON	223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	DUNCAN HARRIS	717 DAKIN RD. FERRISBURGH, VT 05456 USA 717 DAKIN RD. FERRISBURGH, VT 05456 USA	12/31/2018

**c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:**  
December

**d. The name and business address of the resident agent, if any, of the business entity is:**

Name: INCORP SERVICES, INC.  
No. and Street: 44 SCHOOL STREET  
SUITE 325  
City or Town: BOSTON State: MA Zip: 02108-4209 Country: USA

**I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:**  
/S/JOHN F. KENYON

**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 31 Day of January, 2017. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name**

*of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

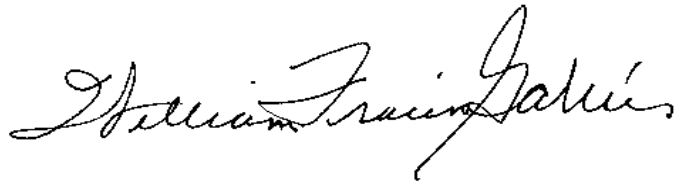
/S/JOHN F. KENYON

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THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 31, 2017 10:05 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

D  
PC

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

FORM

BCWC, Inc. is a registrant  
with the Department of Public Health  
in accordance with 105 CMR 725.100(C)  
as of February 15, 2018.

*Bryan Harter*  
Bryan Harter  
Director

Medical Use of Marijuana Program  
Bureau of Healthcare Safety and Quality  
Massachusetts Department of Public Health

- (1) Exact name of corporation prior to conversion: BCWC, INC.
- (2) Registered office address: 44 School Street, Suite 325, Boston, Massachusetts 02108-4209  
(number, street, city or town, state, zip code)
- (3) New name after conversion, which shall satisfy the organic law of the surviving entity:  
BCWC LLC
- (4) New type of entity: Limited Liability Company
- (5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.
- (6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.
- (7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: \_\_\_\_\_

Signed by: \_\_\_\_\_

(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,  
☒ President,  
☐ Other officer,  
☐ Court-appointed fiduciary,

on this 12th day of February, 2018



**Certificate of Organization**

- (1) Federal Identification No.: 81-5161956
- (2) The exact name of the limited liability company: BCWC LLC
- (3) The street address of the office in the commonwealth at which its records will be maintained: 34 Extension Street, Attleboro, Massachusetts 02703
- (4) The general character of the business: The operation of a Registered Marijuana Dispensary.
- (5) The name and street address, of the resident agent in the commonwealth: INCORP SERVICES, INC., 44 School Street, Suite 325, Boston, MA 02108-4209
- (6) The name and business address, if different from office location, of each manager, if any:
- The following manager has a business address at 34 Extension Street, Attleboro, Massachusetts 02703:
- Derek A. Ross
- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers: N/A
- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court: Derek A. Ross, President, 34 Extension Street, Attleboro, Massachusetts
- (9) Additional matters: N/A

Signed by: \_\_\_\_\_

Benjamin L. Rackliffe  
Authorized Representative

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 09, 2018 08:44 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

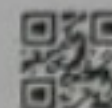
*Secretary of the Commonwealth*



Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

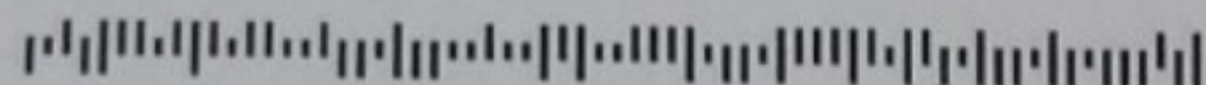
mass.gov/dor

Letter ID: L0347383680  
Notice Date: July 11, 2019  
Case ID: 0-000-573-408



Document H

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BCWC LLC  
34 EXTENSION ST  
ATTLEBORO MA 02703-4641

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, BCWC LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

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BCWC LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

AMENDED AND RESTATED OPERATING AGREEMENT

June 20, 2019

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THE UNITS DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE. THEY ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS, INCLUDING BUT NOT LIMITED TO RULE 506 UNDER REGULATION D AND SECTION 4(A)(2) OF THE SECURITIES ACT. THE UNITS DESCRIBED IN THIS AGREEMENT ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE AGREEMENT. FURTHERMORE, THE UNITS MAY NOT BE TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.



AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
BCWC LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (as it may be further amended from time to time in accordance with its terms, this “Agreement”) is entered into as of the 20th day of June, 2019, by and among BCWC LLC, a Massachusetts limited liability company (the “Company”) and the Members of the Company listed on Schedule I attached hereto and any additional Persons who become parties to this Agreement in accordance with its terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 below.

PRELIMINARY STATEMENT

The Company was established on March 9, 2018, by the filing of the Certificate with the State pursuant to the Act. The purposes of this Agreement are to (i) set forth the rights and obligations of the Members and the Company; and (ii) adopt this Agreement as the operating agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of the Managers or the Members are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall govern unless prohibited by the Act.

WHEREAS, the Company and the Founders entered into that certain operating agreement, dated March 9, 2018 (the “Original Agreement”);

WHEREAS, in connection with the subscription by and issuance to the Investors of additional Units, each of the Members wishes to amend and restate the Original Agreement in its entirety to read as set forth in this Agreement and to set forth the rights with respect to their membership interests in the Company and their relative rights and obligations to the Company and each other.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth below and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Members hereby agree as follows:

Definitions. The capitalized terms set forth below shall have the following meanings:

“Act” means the Limited Liability Company Act of the Commonwealth of Massachusetts, as amended and in effect from time to time.

“Adjusted Capital Account” means, with respect to any Member, the balance (which may be positive or negative) in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) any amounts that such Member is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentence of either of Treasury Regulations Sections

1.704-2(i)(5) or 1.704-2(g)(1) shall be treated as added back to the Member's Capital Account; and

(b) the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) shall be treated as reducing the Member's Capital Account.

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adoption Agreement" has the meaning set forth in the form of Exhibit A attached hereto.

"Affiliate" means, as to any Person, any other Person which directly controls, is controlled by or is under common control with such Person by equity ownership.

"Aggregate Floor Sales Price" means \$20,000,000.00.

"Annual Budget" means that certain budget for each operating year of the Company setting forth budgeted revenue, expenses, reserves, capital expenditures, development expenditures and such other items and in such form as approved by the Board and a Supermajority Consent.

"Approved Sale" has the meaning set forth in Section 13.11.

"Available Cash Flow" has the meaning set forth in Section 10.1.

"BCWC Holdings" means BCWC Holdings, LLC, a Rhode Island limited liability.

"Board" has the meaning set forth in Section 8.1.

"Business Day" means any day, excluding Saturday and Sunday, that is not a federal holiday.

"CanWell" means CanWell, LLC, a Delaware limited liability company.

"Capital Account" shall have the meaning set forth in Section 9.6.

"Capital Contribution" means, as to each Member, (i) the amount of cash (or the agreed fair market value of property) contributed to the capital of the Company as a condition precedent to the issuance of such Person's Units and (ii) any subsequent capital contribution made by the Member to the Company.

"Capital Transaction" means the sale or exchange of all or substantially all of the assets of the Company or the merger or consolidation of the Company.

"Capital Transaction Proceeds" shall mean all assets and proceeds available for distribution to the Members after making all allocations under Section 11 hereunder.

“Cause” means with respect to a Manager, (i) conviction of or pleading of no contest to a felony or other crime involving moral turpitude by such Manager; (ii) willful and material wrongdoing by the Manager which reasonably could be expected to have a material adverse effect upon the Company or any subsidiary; (iii) violation of any applicable law or regulation affecting the Company in any material respect; (iv) material breach by the Manager of his obligations under this Agreement or his fiduciary duty to the Company or its Members, which is not cured to the reasonable satisfaction of the Members within thirty (30) days following written notice thereof, which notice shall provide in reasonable detail a description of such breach; in each case, as finally determined by a final non-appealable decision by a court of competent jurisdiction.

“Certificate” means the Company’s Articles of Entity Conversion of Domestic Business Corporation to a Domestic Other Entity filed with the State in accordance with M.G.L.156D, Section 9.50 *et seq.*, as amended or restated from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, and in effect from time to time, as interpreted by the applicable Treasury Regulations. Any reference herein to a specific section or sections of the Code will be deemed to include a reference to any corresponding provision of future Law.

“Company” is defined in the Preliminary Statement set forth above.

“Company Representative” has the meaning set forth in Section 12.5(a).

“Company Right of First Refusal” has the meaning set forth in Section 13.3.

“Compensatory Payments” means payments made to Members in consideration of services rendered to the Company, which payments (i) are required to be treated as so-called “guaranteed payments” under Section 707 of the Code and (ii) do not constitute distributions of Available Cash Flow for the purposes of Section 10.2 hereof.

“Consent” means, with respect to the Members, a vote of the Members holding at least a majority of the outstanding Units, either taken at a meeting of the Members duly called and held or by the written consent of the Members holding at least a majority of the outstanding Units in lieu of a meeting or (ii) with respect to the Managers, a vote of a majority of the votes entitled to be cast by the Managers then in office taken at a meeting of the Board of Managers, duly called and held at which a quorum was present and voting or by a majority of the votes entitled to be cast by the Managers, in lieu of such a meeting.

“Control” including the correlative terms “Controlling,” “Controlled by,” and “under common Control with” refer to the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. For the purposes of the preceding sentence, control will include when a Person possesses, directly or indirectly, through one or more intermediaries (a) in the case of a corporation, more than 50% of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, limited partnership or joint venture, the right to more than 50% of the distributions therefrom (including liquidating distributions); or (c) in the case of any other Person, more than 50% of the

economic or beneficial interest therein.

“Dollars” or “\$” mean U.S. Dollars.

“Excluded Transaction” has the meaning set forth in Section 13.10.

“Family Members” means, as applied to any natural person, any parent, grandparent, spouse, child, grandchild, spouse of a child, brother or sister of such person, any trust created for the benefit of any such persons, and any custodian of any property of any of such persons.

“Final Audit Adjustment” has the meaning set forth in Section 12.5(a).

“Fiscal Year” means the calendar year, or such other period within a calendar year for which the Board determines that it is appropriate to allocate Profits and Losses.

“Founder Manager” has the meaning set forth in Section 8.2(b).

“Founders” means Derek A. Ross, Brett Fish, Blair Fish, Mark Rioux, Duncan Harris, John Kenyon, Robert T. Grillo and Zachary Allen, and each, a “Founder.”

“Founder Unitholder” means any Member holding any Founder Units, in its capacity as such.

“Founder Units” means the Units owned by the Founders.

“GAAP” means United States generally accepted accounting principles consistently applied in accordance with past practices.

“Gross Asset Value” means, with respect to any asset, such asset’s adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset other than cash contributed by a Member to the Company will be the gross fair market value of such asset, as agreed to by the contributing Member and the Board;

(b) the Gross Asset Value of all Company assets will be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the contribution of more than a de minimis amount of money or other property to the Company by a new or an existing Member as consideration for an Interest; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an Interest; and (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i), (ii) and (iii) of this sentence will be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Values of the Company’s assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in



determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (c) to the extent that the Board reasonably determines that an adjustment pursuant to paragraph (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (c);

(d) the Gross Asset Value of any Company asset distributed to any Member will be the gross fair market value of such asset on the date of distribution, as determined by the Board; and

(e) if the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b) or (c) above, such Gross Asset Value will thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses (and not by the depreciation, amortization or other cost recovery deductions allowable with respect to that asset for federal income tax purposes).

“including” (and other forms of the verb “include”; in each case regardless of whether capitalized) means “including without limitation.”

“Intellectual Property” means any legal rights available under patent, copyright, trade secret or trademark law or any other similar statutory provision or common law doctrine in the United States or anywhere else in the territories where the Company’s rights may be legally protectable, including without limitation all domain names, designs, recipes, formulae, algorithms, procedures, methods, business processes, techniques, ideas, know-how, results of research and development, software, tools, data, market studies, business plans, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein, and all related technology, that are used, incorporated or embodied in by any of the foregoing or used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

“Interest” means the interest of a Unitholder in the Company, including, as applicable, rights to distributions (liquidating or otherwise), allocations, information, all other rights, benefits and privileges enjoyed by that Unitholder (under the Massachusetts Act, this Agreement, or otherwise) in his or its capacity as a Unitholder; and all obligations, duties, and liabilities imposed on that Unitholder (under the Massachusetts Act, this Agreement, or otherwise) in his or its capacity as the holder of Units; provided, however, that such term will not include any management rights held by a Unitholder in the capacity of a Manager.

“Investor Manager” has the meaning set forth in Section 8.2(a).

“Investors” means CanWell or BCWC Holdings, and each, an “Investor.”

“Investor Units” means the Units owned by CanWell or BCWC Holdings.

“IRS” has the meaning set forth in Section 12.5.

“Laws” (regardless of whether capitalized) means all applicable legal requirements, including constitutions, statutes, acts, codes (including the Code), laws, rules, regulations,

judgments, decrees, orders, rulings, proclamations, ordinances, resolutions, decisions, declarations, administrative requirements, and interpretative and advisory opinions and letters of governmental authorities.

“Manager” and “Managers” have the meaning set forth in Section 8.

“Massachusetts Act” means the Massachusetts Limited Liability Company Act, as amended and in effect as of the relevant time of reference.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company. For the avoidance of doubt, as of the date of this Agreement, only the Persons listed on Schedule I are Members.

“Member Minimum Gain” means “partner nonrecourse debt minimum gain” (as that term is defined in Treasury Regulations Section 1.704-2(i)(2)) with respect to the Company.

“Member Nonrecourse Debt” means “partner nonrecourse debt” (as that term is defined in Treasury Regulations Section 1.704-2(b)(4)) with respect to the Company.

“Non-Member Holder” means any Person that acquires one or more Units through a Transfer made in accordance with this Agreement and that has not been admitted as a Member, or any Person that was but has ceased to be a Member but who still holds one or more Units. A Non-Member Holder will be bound by all of the obligations and limitations on rights of a Member under this Agreement, but will have only the rights to receive allocations and distributions pursuant to Section 13.3 and the right to have his or its Capital Account maintained pursuant to Section 9, in each case as though such Person was a Member, and will not have any other rights of a Member, including any voting or consent rights, except to the extent, if any, required by applicable Law.

“Nonrecourse Deductions” shall have the meaning given in Treasury Regulations Section 1.704-2(b)(1).

“Offered Units” has the meaning set forth in Section 13.3(a)(ii)(A).

“Officer” has the meaning set forth in Section 8.8.

“Option Period” has the meaning set forth in Section 13.3.

“Permitted Transfer” means (a) any Transfer of Units by a Member to any Permitted Transferee or (b) any Transfer of Units pursuant to Section 13.1 of this Agreement; provided, in each case of (a) or (b) above, that (i) such Transferee agrees to execute a joinder to this Agreement providing that such Transferee is bound by all of the terms and conditions of this Agreement to the same extent that the Transferor was bound with respect to the Transferred Units and (ii) in the case of (b) such Transfer otherwise complies with the requirements in Section 13 to the extent applicable.

“Permitted Transferee” has the meaning set forth in Section 13.3.

“Person” means any natural person, partnership (whether general or limited), limited liability company, corporation or nominee of any of the foregoing.

“Personal Representative” means the successor or legal representative (including a guardian, executor, administrator, or conservator) of a dead or incompetent Member.

“Presumed Tax Liability” means with respect to any particular Member for any particular period, an amount equal to the product of (i) the taxable income of the Company allocated to such Member with respect to the period, less any tax Losses previously allocated to such Member by the Company, provided such tax Losses have not already been used to calculate such Member’s Presumed Tax Liability with respect to the Company and without regard to whether such Member has previously used Losses allocated by the Company to offset passive activity income from any other entity) and (ii) the Presumed Tax Rate for such period.

“Presumed Tax Rate” means, for any particular period, the highest combined Federal and state income tax rate applicable during such period to any natural person who is a Member of the Company, taxable at the highest marginal Federal income tax rate and the highest marginal state income tax rate applicable to any Member based upon his or her last known address on the records of the Company (after giving effect to the Federal income tax deduction for state and any local income taxes, net of any available tax credits and disregarding the effects of Code Sections 67 and 68).

“Proceeding” has the meaning set forth in Section 23.1.

“Profits or Losses” means for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such fiscal year or period, adjusted in accordance with applicable provisions of the Code and Treasury Regulations.

“Proposed Transferee” has the meaning set forth in Section 13.9.

“Reserves” means funds or amounts set aside or otherwise allocated for (i) the payment of the debts or expenses of the Company, including future, anticipated, unforeseen and contingent obligations and all of the other costs and expenses incident to the Company’s business or (ii) for such other purposes as the Manager(s) may from time to time determine to be appropriate in their reasonable business judgment, including without limitation working capital reserves, reserves for capital expenditures and reserves for the growth and expansion of the Company and its Affiliates.

“Regulations” means the rules and regulations related to the State’s state-sanctioned cannabis programs, including 935 CMR 500.000 *et seq.*, 935 CMR 501.000 *et seq.* and 935 CMR 502.000, as may be applicable to the Company, as the same may be amended and/or supplemented from time to time.

“Securities Act” means the Securities Act of 1933, as amended.

“State” means the Commonwealth of Massachusetts.

“Subsidiary” or “Subsidiaries” mean any corporation, limited liability company, partnership, association, trust, or other business entity, of which the designated parent at any time

owns or controls, directly or indirectly, (a) at least a majority (by number of votes) of the outstanding Units of capital stock (or other Units of beneficial interest) entitled ordinarily to vote for the election of such business entity's Managers (or in the case of a business entity that is not a corporation, for those Persons exercising functions similar to Managers of a corporation), or (b) in the case of a Person other than a corporation, a fifty percent (50%) or greater interest in the capital and/or profits of such Person.

"Substituted Member" means a Transferee of a Member that is admitted as a Member to the Company pursuant to the terms of this Agreement.

"Supermajority Consent" means, with respect to the Members, a vote of Members holding at least two-thirds (2/3) of the outstanding Units, either taken at a meeting of the Members duly called and held or by the written consent of Members holding at least two-thirds (2/3) of the outstanding Units in lieu of a meeting.

"Tax Distribution" means a distribution of Available Cash Flow or net proceeds from a Capital Transaction pursuant to Section 10.2(a)(i) or 10.2(b)(i).

"Third Party Sale" means a bona fide sale by any Unitholder of Units to a third party that is not an Affiliate of the selling Unitholder or the Company, pursuant to a transaction that is not a public offering of securities of the Company or any of its Subsidiaries (or successor company) registered pursuant to the Securities Act.

"Transfer" means, with respect to any Units, or any interest therein, any direct, or indirect sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, gift or other disposition, whether voluntary or by operation of law and whether or not for consideration.

"Transferred Founder Units" has the meaning set forth in Section 13.4(d).

"Transferor" and "Transferee" have meanings corresponding to the definition of "Transfer."

"Transferring Member" has the meaning set forth in Section 13.2.

"Treasury Regulations" means the permanent and temporary Income Tax Regulations promulgated under the Code, as they may be amended from time to time (including corresponding provisions of successor Treasury Regulations).

"Unitholder" means any holder of one or more Units, in his or its capacity as such.

"Units" has the meaning set forth in Section 9.2.

"Unreturned Capital" means, with respect to any Member, the aggregate Capital Contributions of such Member, less the aggregate amount of all distributions to the Member pursuant to Section 10.2, other than Tax Distributions.

**SECTION 2. Name.** The name of the Company is set forth in the Preliminary Statement. The name of the Company may be changed from time to time with the Consent of the Members

as provided for in the Act. The Company may transact business under an assumed name to the extent approved by the Board.

SECTION 3. Purposes. The purposes for which the Company was organized are to engage in the business, directly or through Affiliates, of licensed cannabis cultivation, processing, handling, sales and/or distribution within the State's sanctioned cannabis industries in conformance with applicable State laws and the Regulations. The Company may engage in activities which are incidental or otherwise related to the foregoing purposes but it shall not engage in any other business or commercial activities except as permitted by the Act and the Regulations and with the Supermajority Consent of the Members.

SECTION 4. Business Address. The primary business address of the Company as of the date hereof is 34 Extension Street, Attleboro, Massachusetts. The Board may change the Company's business address at any time and from time to time without amending this Agreement, unless otherwise provided by the Act. The Company may maintain such additional offices at such other places as the Board may hereafter determine.

SECTION 5. Resident Agent and Resident Office in the State. The name and address of the Company's resident agent for service of process in the State are set forth in the Certificate. The Board may change the resident agent or resident office in the State at any time without amending this Agreement, unless otherwise provided by the Act.

SECTION 6. Tax Treatment; No State Law Partnership. To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Notwithstanding the foregoing, it is the intent of the Members that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws.

SECTION 7. Powers of the Company.

7.1 General Powers of the Company. Subject to the provisions of this Agreement, the Regulations and the Act, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to, or if furtherance of the purposes set forth in Section 3 above, including without limitation, the power:

(a) To conduct its business, and to carry on its operations and have and exercise all powers granted to the Company hereunder, or to limited liability companies under the Act and Regulations;

(b) Directly to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible;

(c) To enter into, perform and carry out contracts of every kind and description, including without limitation, contracts with Members, any Affiliates agents, franchisees or other third parties;

(d) To purchase, take, receive, subscribe for and otherwise acquire, own, hold,

vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of or deal in and with, Units or other interests in or obligations of the domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies (including the power to be admitted as a Member or Member or be appointed as a Manager thereof, and to exercise the rights to perform the duties created thereby) or individuals or direct or indirect obligations of the United States or any other government, state, territory, governmental district or municipality or any foreign government or political subdivision of any of the foregoing, subject to the Act and Regulations;

(e) To invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested subject to the Act and Regulations;

(f) To sue and be sued, complain and defend and participate in administrative or other proceedings;

(g) To appoint employees and agents of the Company and define their duties and fix their compensation;

(h) To indemnify any person in accordance with the Act, Regulations or this Agreement;

(i) To obtain any and all types of insurance;

(j) To make distributions of cash or property to the Members from time to time, including without limitation distributions of Available Cash Flow;

(k) To cease its activities and cancel its Certificate, subject to the provisions of this Agreement;

(l) To negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(m) To borrow money and issue evidences of indebtedness; to provide credit enhancements including guaranties of the indebtedness and other obligations of third parties, to secure the same by mortgage, pledge or other lien on the assets of the Company and to issue equity securities, convertible securities and warrants and options to acquire securities of the Company;

(n) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(o) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

7.2 Merger; Consolidation; Conversion. Subject to requirements of Section 8.6 herein, and further subject to Section 13.11 (which to the extent a conflict exists shall be deemed to supersede all conflicting terms in this Agreement) the Company may merge with, consolidate

or be converted into another domestic or foreign limited liability company or other business entity, upon the Super Majority Consent of the Members and otherwise in accordance with the Act, the Regulations and other applicable law.

**SECTION 8. Management and Operation of the Company.**

8.1 **Board of Managers; Initial Composition Number.** The overall management and control of the business and affairs of the Company shall be vested in a Board of “Managers” in accordance with this Section 8 and no Member, by virtue of having the status of a Member, will have any management power over the business and affairs of the Company or any authority to act for or on behalf of the Company, to bind the Company, or to incur any expenditures on behalf of the Company. The business and affairs of the Company will be managed by a Board of Managers of the Company (the “Board”) appointed in accordance with this Agreement. Except as expressly set forth herein, including without limitation Section 8.6 below, the Board shall have the full and complete power, authority and discretion to manage and control the business, affairs, and properties of the Company, including the appointment of officers, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business. The initial Board shall be composed of two (2) Managers. Each Manager shall hold office until such Manager resigns pursuant to Section 8.3, is removed pursuant to Section 8.3 or upon such Manager’s death or disability.

8.2 **Subsequent Election and Appointment of Managers.**

(a) One (1) Manager shall be appointed to the Board by Investors so long as Investors or any of their Affiliates is a Unitholder (the “Investor Manager”); initially such Investor Manager shall be Steven P. Harrington, and if such Person is no longer a Manager, such other Person who is appointed by Consent of the holders of Investor Units; and

(b) One (1) Manager shall be appointed to the Board by Founders so long as Founders or any of their Affiliates is a Unitholder (the “Founder Manager”); initially such Founder Manager shall be Derek Ross and if such Person is no longer a Manager, such other Person who is appointed by Consent of the holders of Founders Units.

8.3 **Resignation; Removal.** Any Manager may resign at any time upon written notice to the Company at its principal place of business or to the chief executive officer or secretary, if any. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. A Manager may be removed at any time by: (i) in the case of a Founder Manager, by a majority vote of all of the issued and outstanding Units held by the Founders, (ii) in the case of an Investor Manager, by a majority vote of all of the issued and outstanding Units held by the Investors, or (iii) in the case of a Founder Manager or Investor Manager, where a Supermajority Consent of the Members, either taken at a meeting of such Members duly called and held or by the written consent of Members holding not less than Supermajority Consent, votes affirmatively to remove such Manager for Cause.

8.4 **Meetings of the Members; Board of Managers; Actions by Vote and Written Consent.**

(a) Place of Meetings. All meetings of the Members (if any) will be held at such place within or without the State as will be determined by the Board and specified in the notices (or waivers of notice) thereof.

(b) Meetings of the Members. Meetings of the Members may be called at any time by the Board, the Chief Executive Officer, or the holders of a majority of the issued and outstanding Units. Members may participate in and hold a meeting by means of conference telephone or similar communication equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting will constitute attendance and presence in person at such meeting.

(c) Meetings of the Board; Voting Rights of Managers. Meetings of the Board may be called by the Chairman (if any), the President or any Manager. Notices of meetings will be given to the Managers not later than twenty-four (24) hours before the meeting is to be held, unless the President or a majority of the Managers approves a shorter notice period. Managers may participate in and hold a meeting by means of conference telephone or similar communication equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting will constitute attendance and presence in person at such meeting. Action by the Board shall be taken by Consent of the Managers. Both Investor Manager and Founder Manager shall each have one (1) vote; provided, however, that in the event of deadlock among the Managers, the Founder Manager shall be deemed to have a second vote, which shall serve as the determining vote and final say on any matter properly before the Board.

(d) Special Meetings. Special meetings of the Board of Managers may be called by any Manager, or by the Members holding at least twenty percent (20%) of the issued and outstanding Units.

(e) Action by Consent. Unless otherwise restricted by this Agreement or applicable law, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, and without prior notice, if Consent of the Managers is reflected on such written consent and, provided further, any non-consenting Manager being given written notice of the action so taken within 24-hours of action. Such written consent shall be filed with the minutes, books and records of the Company thereof.

8.5 Certain Responsibilities and Powers of the Board of Managers. Except as otherwise required by law or this Agreement (including Sections 8.6 hereof), the Board of Managers may exercise all such powers and do all such acts and things as the Board of Managers may determine, in its reasonable business judgment, to be necessary or advisable for the management of the Company and the execution of Company's business plan.

8.6 Certain Actions Requiring Consent of the Managers and Supermajority Consent of the Members. Notwithstanding anything to the contrary contained in this Agreement, the following actions shall require both (i) the consent of all Managers on the Board, and (ii) the Supermajority Consent of the Members:

(a) Entering into any merger or consolidation, or sale, transfer, or other disposition of all or substantially all of its assets to any Person or other business combination



involving the Company;

(b) Approval of any sale, exchange or the granting of an exclusive license to a third party with respect to all or any material portion of the Company's Intellectual Property;

(c) The authorization or issuance of additional Units;

(d) Effecting, approving, authorizing or permitting a liquidation, dissolution or winding up of the Company or any recapitalization, reorganization or sale of all or substantially all of the assets of the Company;

(e) Cancelling the Company's Certificate;

(f) Payment of compensation to a Manager in consideration of services rendered to the Company as a Manager in excess of Fifty Thousand and 00/100 (\$50,000.00) Dollars per year; and

(g) Any decision involving (1) the filing by the Company of a voluntary bankruptcy case, (2) the making by the Company of a general assignment for the benefit of its creditors, (3) the admission in writing by the Company of its inability to pay its debts as they mature, (4) the filing by the Company of an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of the Company or of all or any portion of its property, including, without limitation, the appointment or authorization of a trustee, receiver, or agent under applicable law or under a contract to take charge of its property for the purposes of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors, or (5) the filing by the Company of a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or statute.

(h) Approving any change in the number or type of Units issued or issuable by the Company;

(i) Any financing which would require the Company to incur any indebtedness (contingent or otherwise);

(j) The acquisition by the Company and/or any of its Subsidiaries of all or any assets (outside the ordinary course of business) or capital stock or other equity interests of another business or entity;

(k) Approval of the Company's Annual Budget;

(l) Where expenditures that exceed any line item within the Company's approved Annual Budget by Seventy-Five Thousand and 00/100 (\$75,000) Dollars;

(m) Any decision to distribute Available Cash Flow until the Investors have received distributions sufficient to reduce the Unreturned Capital with respect to each outstanding

Investor Unit zero and; thereafter, any decision to distribute Available Cash Flow will be made by approval of the Board pursuant to Section 8.4 only; and

(n) any acquisition, sale, lease, sublease, license or grant of any other right, directly or indirectly or in whole or in part, relating to any real estate owned, leased, occupied by, used now or to be used by the Company.

8.7 Compensation of Managers. Subject to Section 8.6, Unless the Board determines otherwise, Managers, in their capacities as such, will not receive any compensation for their services but will be entitled to be promptly reimbursed by the Company for reasonable, documented out-of-pocket costs and expenses incurred in the course of rendering services as such.

8.8 Officers. The Board may appoint one or more officers of the Company and may delegate or rescind, as the case may be, to such officers, subject to the other provisions of this Agreement, such responsibilities, power and authority as the Board may determine to be necessary or advisable. Officers may be removed, with or without cause and at any time, by the Board.

(a) Number, Titles, and Terms of Office. The officers of the Company may include a Chairman, a President and/or Chief Executive Officer, one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President), a Treasurer and a Secretary and such other officers as the Board may from time to time elect or appoint. Each officer will hold office until his successor will be duly elected and will qualify or until his death or until he will resign or will have been removed in the manner hereinafter provided. Any number of offices may be held by the same person.

(b) Salaries. Subject to any contractual obligations of the Company, the salaries or other compensation, if any, of the officers will be fixed from time to time by the Board.

(c) Removal. Any officer elected or appointed by the Board may, subject to any contractual obligations of the Company with respect to such officer, be removed, either with or without cause, by the Board. Election or appointment of an officer will not of itself create contractual rights.

(d) Officer's powers and duties shall be subject to the control of the Board and of this Agreement. Notwithstanding the foregoing, the duties of the officers shall be consistent with the traditional role and duties of their title and position.

(e) Vacancies. Any vacancy occurring in any office of the Company may be filled by the Board.

8.9 Manager and Officers Have No Exclusive Duty to Company. Except as otherwise provided in this Agreement or in any agreement between the Company and any Member, Manager or officer of the Company in respect of such Person's employment, no Manager, Member or officer shall be required to manage the Company on a full-time basis as his or her sole and exclusive function and any Manager, Member or officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager, Member or officer, as the case may be, or to the

income or proceeds derived therefrom. No Manager, Member or officer shall incur liability to the Company or to any of the Members solely as a result of engaging in any other business or venture.

## SECTION 9. Capital.

9.1 Authorized Capital. The total number of Units authorized for issuance by the Company without amendment to Section 9.1 of this Section 9.1 is: One Million (1,000,000) Units. As of the date hereof, the number of issued and outstanding Units is set forth on Schedule I to this Agreement, which shall be amended from time to time by the Manager to reflect the issuance or Transfer of Units. To the extent applicable, and subject to the other provisions of this Section 9, the Managers are authorized to issue the remaining unissued authorized capital in consideration of cash, property (including promissory notes) or services with such rights, designations and preferences as authorized and issued in accordance with this Agreement and the Regulations.

9.2 Interests in the Company. The membership interests of the Company shall be issued in unit increments (each a “Unit” and collectively, the “Units”) as set forth on Schedule I hereto. There shall be two classes of Units, Founder Units and Investor Units, and all of the existing membership interests in the Company shall be recapitalized into such Units on the date hereof as set forth on Schedule I hereto. Subject to the other terms of this Agreement, the Board is authorized to issue an unlimited number of Units. A fractional Unit entitles the holder thereof to the appropriate fraction of the rights and privileges of a whole Unit. The Units may, but are not required to be, evidenced by a Unit certificate.

(a) The Investor and Founder Unitholders shall have the right to vote, on the basis of one (1) vote per Unit, on all matters properly voted upon by the Members of the Company, subject to the terms of this Agreement and the Act. Members shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

(b) Interests are Personal Property; No Member Ownership of Company Property. A Member’s Interest in the Company is personal property. All real and other property owned by the Company is owned by the Company as an entity and no Member, individually, has any ownership of such property.

9.3 Capital Contributions. The Members have made capital contributions to the Company in consideration of the issuance of their Units, as reflected on the books of the Company. With the Consent of the Managers, Members may, but no Member shall be required to, make additional capital contributions to the Company.

9.4 Issuance of Additional Units; Other Classes or Series of Units; Other Securities. Subject to the other provisions of this Agreement, including Sections 8.6 and 9.5, additional authorized but unissued Units of the Company, if any, may be issued from time to time as may be determined by the Board of Managers and reflected in an amendment to this Agreement adopted with the Board of Managers in accordance with the terms of this Section 9. The Board of Managers shall also have the power and authority to issue from time to time other securities in the form of debt instruments, options, warrants or securities convertible into or exchangeable for Units of the Company subject to Sections 8.6 and 9.5 herein.

9.5 Additional Capital from Existing Members; Admission of New Members; Dilution.

(a) Subject to the other provisions of this Agreement, including this Section 9 and Section 13.10, if the Board determines in good faith that additional capital is required by the Company, the Board shall so notify the Members in writing, together with a statement of the amount of capital required and the reasons therefor. Each of the Members may, but shall not be required to, contribute additional capital to the Company, on a pro rata basis, as determined in good faith by the Board. If less than all of the Members contribute additional capital, those Members who elect to contribute capital shall likewise have the first right to participate as determined in good faith by the Board in any offering of Units to third parties. Capital contributions shall be due and payable within the period specified in the Manager's written notice from the Board to the Members, or on such other terms as the Board may reasonably determine to be necessary and appropriate.

(b) If all of the requisite capital is not contributed by existing Members of the Company, additional units in the Company may be issued and new Persons may become Members of the Company, as determined from time to time by the Board, upon terms and conditions determined in the business judgment of the Board to be commercially reasonable, provided that each new Member shall execute a counterpart signature page or joinder to this Agreement, and agree to be bound by the terms and conditions of the Agreement, as it may be amended to reflect the terms and conditions of admission of such new Members.

(c) If fewer than all of the Members participate in a capital call, or if new Persons become Members of the Company pursuant to this Section 9.5, the interests of Members in profits, losses and distributions may be adjusted when, as, and to the extent the Board deem appropriate (which determination shall be binding upon all members absent a determination that the Manager acted in bad faith, or otherwise in breach of the Manager's fiduciary duty to the Members).

9.6 Capital Accounts. A Capital Account shall be maintained for each Member in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof by the Member's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Members. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

(a) to such Member's Capital Account there will be credited such Member's Capital Contributions, such Member's distributive share of Profits and items of income or gain specially allocated hereunder, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member;

(b) to such Member's Capital Account there will be debited the amount of cash and the Gross Asset Value of any other property of the Company distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and items

of loss, expense and deduction specially allocated hereunder, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company; and

(c) in determining the amount of any liability for purposes of this subsection (b), there will be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

9.7 Withdrawals from Capital Accounts. No Member shall be entitled to receive interest on, any distribution from or to withdraw any amount from such Member's Capital Account other than as expressly provided herein. No Member shall be entitled to withdraw as a Member of the Company except as expressly permitted by the terms of this Agreement or the Act.

9.8 Limitation on Liability. Notwithstanding anything herein to the contrary, and except as specifically required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager or an officer.

#### SECTION 10. Distributions of Available Cash Flow.

10.1 Definition. For any particular Fiscal Year (including, for the avoidance of doubt and in the Board's sole discretion, any portion of a Fiscal Year), the term "Available Cash Flow" as used in this Agreement shall mean the aggregate cash revenue of the Company, including without limitation, revenue from sales of goods or services in the ordinary course of business, royalties, interest income, the sale of capital assets in the ordinary course of business and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, the proceeds from a Capital Transaction, the proceeds of any debt financing and the proceeds of any casualty, life or other insurance (unless otherwise determined by the Board) less (i) the payment or amount accrued for payment of all current operating expenses; (ii) any Compensatory Payments to Members for services rendered to the Company; (iii) debt service payments; and (iv) provisions for Reserves established by the Board, but disregarding depreciation, amortization and other noncash deductions. For any particular period, Available Cash Flow and its components, including without limitation the incurring of capital expenses and reserves for reasonable working capital and other requirements and appropriate investments and reinvestments of, by or in Company, shall be determined by the Board, in its sole and absolute discretion, and shall be binding upon all Members.

#### 10.2 Distribution of Available Cash Flow; Proceeds from Capital Transactions

(a) Available Cash Flow. Subject to the provisions of Section 10.2(c), Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, as follows:

(i) Tax Distributions. The Company will distribute to the Members amounts sufficient to pay the federal, state and local tax liability of such Members in respect of the allocation to them of Profits and items of taxable income and gain. First, as a tax distribution, not

later than ninety (90) days following the end of each Fiscal Year of the Company, an amount equal to the excess of (x) each Members' Presumed Tax Liability for such fiscal year over (y) all amounts previously distributed to such Members during or with respect to the fiscal year (other than any tax distribution made during such fiscal year with respect to a prior fiscal year);

(ii) All items of income, gain, expense, loss and deduction recognized by the Company for federal income tax purposes and allocated to the Members in accordance with the provisions hereof will be determined without regard to any election under Section 754 of the Code which may be made by the Company, provided, however, that such allocations, once made, will be adjusted as necessary or appropriate to take into account those adjustments permitted or required by Sections 734 and 743 of the Code; and

(iii) Other Distributions. All remaining Available Cash Flow shall be distributed to holders of any issued and outstanding Units pro rata in proportion to the outstanding Units held by such Members as of the record date established under Section 10.2(d) below.

(b) Capital Transactions.

(i) Tax Distributions. Subject to the establishment of Reserves for other obligations and liabilities of the Company, as a tax distribution, not later than thirty (30) days following receipt by the Company of Capital Transaction Proceeds, an amount equal to the excess of (x) each Members' Presumed Tax Liability with respect to the Capital Transaction over (y) all amounts previously distributed to such Member with respect to the Capital Transaction.

(ii) Other Distributions from a Capital Transaction. Subject to Section 10.2(c), Capital Transaction Proceeds will be distributed to the Members as follows:

(A) First, to the holders of Investor Units (ratably in proportion to the aggregate Unreturned Capital of the holders of the Investor Unit) an amount equal to the lesser of (x) the aggregate Capital Transaction Proceeds or (y) an amount sufficient to reduce the Unreturned Capital with respect to each outstanding Investor Unit to zero; and

(B) Next, any remaining Capital Transaction Proceeds shall be distributed, to the holders of the Founder Units (ratably in proportion to the aggregate Unreturned Capital of the holders of the Founder Unit) up to an amount not to exceed Two Million and 00/100 (\$2,000,000.00) Dollars.

(C) The remainder of Capital Transaction Proceeds, if any, shall be distributed to the holders of Investor Units and Founder Units pro rata in proportion to the number of Units held by each, irrespective of the Class of Units held, but only until Beach Farm InvestCo LLC has made a total aggregate investment in Company in the amount of Eight Million Twenty-Five Thousand and 00/100 (\$8,025,000) Dollars pursuant to that certain Membership Interest and Issuance Agreement between Company and Beach Farm InvestCo LLC of even date and, thereafter, in accordance with Schedule 10.2(b)(ii)(C) attached hereto and incorporated herein by reference.

(c) The foregoing provisions of Section 10.2 to the contrary notwithstanding,

the Board shall have the right to apply any Available Cash Flow to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such Available Cash Flow is applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

(d) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Board for such distribution, provided however, that Tax Distributions shall be distributed to Members of record for the period to which such Tax Distribution relates, even if a Person is no longer a Member as of the actual date of the Tax Distribution.

(e) Notwithstanding anything to the contrary set forth in this Section 10.2, any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 15 below.

#### SECTION 11. Allocation of Profits and Losses.

11.1 For purposes of this Section 11, after giving effect to the mandatory allocations set forth in Section 12 and all other adjustments to Capital Accounts for contributions and distributions for the Company's current Fiscal Year or other applicable periods, Profits or Losses for such Fiscal Year or other applicable period shall be allocated to the Members as follows:

(a) Profits. An amount of Profits equal to the aggregate negative Capital Account balances of all Members having negative Capital Accounts shall be allocated to such Members in proportion to their negative Capital Account balances until all Capital Account balances of such Members equal zero. Next, to each Member an amount of Profits equal to the aggregate Losses previously allocated to such Member, until the Members have received aggregate allocations of Profit in an amount equal to the aggregate Losses previously allocated to such Members. Thereafter, (i) Profits recognized in connection with a Capital Transaction shall be allocated to Members in accordance with the provisions of Section 10.2(b) and all other Profits shall be allocated to Members in accordance with the provisions of Section 10.2(a).

(b) Losses. First, an amount of Losses equal to the aggregate positive Capital Accounts balances of all Members having positive Capital Accounts shall be allocated to such Members, in proportion to their positive account balances, until all Capital Account balances of such Members equal zero. Next, to each Member an amount of Losses equal to the aggregate Profits previously allocated to such Member, until the Members have received aggregate allocations of Losses in an amount equal to the aggregate Profits previously allocated to such Members. Thereafter, all Losses shall be allocated to Members pro-rata in proportion to the number of Units held by each.

11.2 Subject to the foregoing, each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Members in the same proportion as the Profits or Losses of the Company for such period are allocated among

the Members.

## SECTION 12 Allocations to Comply With Regulations.

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 11 hereof.

12.1 Deficit Capital Account Allocations. Subject to the remaining provisions of this Section 12, in accordance with Treasury Regulation Section 1.704 1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 11 hereof to the extent such allocation would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among the other Members not subject to this limitation in accordance with the number of Units held by each. For purposes of this Section 12.1, the following rules shall apply:

(a) Each Member's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Member's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(b) In determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Member's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Member in any future period over the net book profits reasonably expected to be allocated to such Member during (or prior to) the period in which such distributions are expected to be made.

(c) Qualified Income Offset Provision. If any Member unexpectedly receives an adjustment, allocation or distribution of the type contemplated by Treasury Regulations Section 1.704 1(b)(2)(ii)(d)(4), (5) or (6), under this Agreement which causes or increases a net deficit balance in such Member's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, all such Members (in proportion to the amounts of the deficits, if any, in their respective Adjusted Capital Accounts) will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. It is intended that this Section 12.1(c) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704 1(b)(2)(ii)(d). The rules set forth in Section 12.1(a) and (b) shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Member's Capital Account.

(d) Minimum Gain Chargeback Provision. If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if



necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with the provisions of Treasury Regulations Section 1.704-2(i)(3). This Section 12.1(d) is intended to comply with the "partner nonrecourse debt minimum gain chargeback" requirement (as determined pursuant to Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(e) Section 704(c) Adjustments. Income, gain, loss and deduction attributable to property contributed to the Company by a Member shall be shared among the Members so as to take into account any variation between the Company's basis in such property and its fair market value as of the date it was contributed to the Company, pursuant to Treasury Regulations under Section 704(c) of the Code.

12.2 Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 12 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 12 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Member pursuant to Section 11 hereof and this Section 12 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Member pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 12 had not been made.

12.3 Interpretation of these Provisions. The provisions of Sections 12.1 through 12.3 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith.

12.4 Allocations for Tax Purposes.

(a) The Members agree that to the fullest extent possible with respect to the allocation of depreciation and gain for federal (and state and local) income tax purposes only, Section 704(c) of the Code and, unless the Board, in its sole discretion, selects another method permitted by Treasury Regulations Section 1.704-3, the traditional method described in Treasury Regulations Section 1.704-3(b) will apply with respect to noncash property contributed to the Company by any Member. For purposes hereof, any allocation of income, loss, gain or any item thereof to a Member pursuant to Section 704(c) of the Code will affect only its tax basis in its Interest and will not affect its Capital Account. In addition to the foregoing, if Company assets are reflected in the Capital Accounts of the Members at a book value that differs from the adjusted tax basis of the assets (e.g., because of a revaluation of the Members' Capital Accounts under Treasury Regulations Section 1.704-1(b)(2)(iv)(f)), allocations of depreciation, amortization, income, gain or loss with respect to such property will be made among the Members in such a manner as the Board may determine consistent with the principles of Section 704(c) of the Code and the Treasury Regulations thereunder.

(b) All items of income, gain, expense, loss and deduction recognized by the Company for federal income tax purposes and allocated to the Members in accordance with the provisions hereof will be determined without regard to any election under Section 754 of the Code which may be made by the Company, provided, however, that such allocations, once made, will

be adjusted as necessary or appropriate to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

12.5 Audit Adjustments to Company Tax Returns. The Members acknowledge that the Internal Revenue Service (“**IRS**”) has adopted new policies and procedures related to any audit of Company’s federal income tax returns, effective January 1, 2018. In general terms the IRS will no longer make audit adjustments at the Company level and then seek payment of any additional taxes, interest, etc. directly from individual Members who were members of the Company in the year under audit. Rather, the IRS will now make audit adjustments at the Company level and then seek payment of any additional taxes, interest, etc. directly from the Company in the year of the audit, without regard to the fact the identity of Members or their interests in the Company may have changed between the year under audit and the year of an assessment of any additional taxes. In order to address the potential inequities that could arise with respect to the IRS’ new audit procedures, the Members and all future Members hereby agree, notwithstanding any other provision of this Agreement, as follows:

(a) In the event an income tax return of the Company is subject to audit by the IRS and an adjustment to any items of income, deduction or tax credit is proposed by the IRS and agreed to by a representative on behalf of the Company (the “**Company Representative**”), or such adjustment otherwise becomes a final adjustment to the federal income tax return of the Company (an “**Final Audit Adjustment**”), then each Person who was a Member of the Company for all or any part of the year to which the Final Audit Adjustment relates hereby agrees to pay to the Company upon written notice from the Company, such Member’s pro-rata share of the Final Audit Adjustment, including any interest and penalties, based upon such Member’s share of profits and losses as of the Fiscal Year of the Company to which the Final Audit Adjustment relates.

(b) Any such notice from the Company to a Member shall be accompanied of documentation evidencing in reasonable detail the nature and calculation of the Final Audit Adjustment(s) and each Member’s share thereof. The Members acknowledge and agree that this Section 12.5 shall apply notwithstanding any other provisions of this Agreement and shall survive liquidation and dissolution of the Company and the termination of any Member’s interest in the Company.

(c) The Company Representative (formerly Tax Matters Partner) as further described in Section 6223 of the Code and the Treasury Regulations thereunder shall be designated by the Board, unless otherwise provided by applicable law. The initial Company Representative shall be Derek A. Ross, who shall have all of the power and authority provided under the Code and such regulations.

### SECTION 13 Transfers; Assignments.

13.1 General Provisions. No Member may withdraw or resign as a Member or Transfer all or any portion of, or right in or to, such Member’s Units in the Company, except as provided in this Section 13.

13.2 Transfers. All Transfers shall be conditioned upon compliance with

applicable securities laws and the Regulations. As a condition precedent to any such Transfer, the Board may require that the Member (“Transferring Member”) deliver to them an opinion of counsel satisfactory in form and substance to the Board that the proposed Transfer would not violate any applicable securities laws, result in a termination of the Company for purposes of Section 708 of the Code or otherwise violate the Regulations. All Transfers shall be by instrument in form and substance satisfactory to the Board. Any Transfer in violation of this Agreement, to the extent permitted by applicable law, shall be null and void and shall not operate to vest any rights in the Company in any transferee; and in any event, all Units which may be transferred by operation of law notwithstanding the provisions hereof, shall continue to be subject to the terms of this Agreement. Every permitted transferee of any Units of the Company, as a condition precedent to such Transfer, shall execute a counterpart of or joinder to this Agreement, and such documents as may be necessary, in the reasonable opinion of the Board, to make such Person a party thereto, whereupon the transferee agrees to become a party to and bound by the terms of this Agreement, as the same may have been amended. The transferor shall execute and acknowledge all such instruments, in form and substance satisfactory to the Company as may be necessary or desirable to effectuate such Transfer.

13.3 Certain Transfer Rights; Right of First Refusal; Rights after the Transfer of a Founder Unit.

(a) Rights of a Member to Transfer Units. No Member shall directly or indirectly Transfer any Units of the Company now or hereafter owned by such Member, except in accordance with the terms of this Section 13.

(i) Permitted and Prohibited Transfers. Subject to the other provisions of this Section 13, each Member shall have the right to transfer any or all of the Units now owned or hereafter acquired by such Member (A) to his/her spouse or issue, (B) to a trust for the benefit of such Persons, or (C) to an entity which is controlled by such Member by virtue of majority equity ownership or permanency in retained voting rights (each, a “Permitted Transferee” and collectively, the “Permitted Transferees”) with the consent of the Board and subject to the Act and Regulations. A transfer to a Permitted Transferee may be made upon death or at any time during the life of the Member, provided, however, that as a condition precedent to the obligation of the Company to recognize such Transfer of Units each such Permitted Transferee shall become a party to this Agreement by executing a counterpart hereof and agreeing to be bound hereby.

(ii) Right of First Refusal.

(A) If at any time a Member desires to sell or otherwise Transfer any or all of such Member’s Units (the “Offered Units”) to a bona fide offer from an unaffiliated third party, (a “Third Party Offer”), for the purchase of all or any of the Units held by such Member, such Transferring Member shall give written notice thereof to the Board, which notice shall describe the material terms and conditions of such offer (the “Offer Notification”). Then such Member must submit an Offer Notification to the other Members (the “Non-selling Members”) and the Company to sell such Units to the Non-selling Members or Company, as the case may be, on the terms and conditions, including the purchase price, not less favorable than those on which the Member proposes to sell the

Units to the unaffiliated third party (the “Company Right of First Refusal”). The Offer Notification shall include a copy of the Third-Party Offer, and set forth in reasonable detail the name and address of the proposed purchaser, the identities of the proposed purchaser’s business principals, the nature of the proposed purchaser’s business(es), and the amount, terms and conditions of the sales price (the “Purchase Terms”). It is understood and agreed that (i) no Third Party Offer shall encompass or be conditioned upon the sale of any property of the Member’s Units in the Company proposed for sale or transfer in the Third Party Offer; (ii) every Third Party Offer shall require the transferee to execute a counterpart of this Agreement and any other documents the Board deems necessary as a condition of the sale; (iii) any Units sold to such a third party purchaser shall continue to be subject to the provisions of this Agreement, including the restrictions on Transfer; and (iv) such sale shall be conditional until review and approval under the Regulations is obtained.

(B) Within thirty (30) business days following receipt of the Offer Notification (the “Option Period”), the Non-selling Members or Company, as the case may be, will notify the Member if the Non-selling Members (or Company) desire to purchase the Member’s Interest for the Purchase Terms (a “Positive Response”) or if the Member is free to sell its Interest (a “Negative Response”). A decision by the Company to exercise its right of first refusal will be made by Supermajority Consent of the Members. If the Non-selling Members (or Company) sends a Positive Response to the Member, Non-selling Members (or Company) will acquire and the Member will sell to the Non-selling Members all but not less than all of Member’s Units proposed for sale or Transfer in the Third Party Offer at the price and on the Purchase Terms; provided, however, if any of the consideration set forth in the Purchase Terms is other than cash, the Non-selling Members (or Company) shall have the option to pay either such non-cash consideration or the fair market value thereof in connection with exercising its right of first refusal hereunder. The closing date for the sale (the “Purchase Date”) will be agreed among Non-selling Members (or Company) and the Member, but in no event will the Purchase Date be more than forty-five (45) days from the date of the Positive Response.

(C) If the Non-selling Members or Company, in response to an Offer Notification, send a Negative Response to the Member, the Member may sell its Units to the Third Party, under the Purchase Terms described in the Offer Notification, at any time within sixty (60) days after receipt of the Negative Response. If the Member does not complete the sale of his/her Units to within sixty (60) days after receipt of the Negative Response, any subsequent proposed sale will be subject to the requirements of a prior offer pursuant to this Section 13.

(D) Notwithstanding the foregoing, subject to the Act, Regulations and the terms of this Agreement, Members may, without first offering such Units for sale to the Company, Transfer all or a portion of their specific class of Units to other Members within their classification pro-rata in relation to the Members wishing to acquire and purchase the Units upon such terms and conditions as such Members shall mutually agree; provided however, any monetary consideration received from such Transfer shall first be applied to the satisfaction and discharge of such Member’s capital account or indebtedness to the Company, if any. Upon completion of such a Transfer, the Capital Accounts of the

Members will be amended, accordingly.

(E) Transfers of Units in Breach of this Agreement. In the event of any Transfer of Units in breach of this Agreement, commencing immediately upon the date of such attempted Transfer (a) such Transfer will be void and of no effect, (b) no distribution of any kind, including pursuant to any liquidation, redemption, or otherwise, will be paid by the Company to the purported transferee in respect of such Units (all such rights to payment by the transferring Unitholder and/or the purported transferee being deemed waived), (c) the voting rights of such Units, if any, will terminate, and (d) neither the transferring Unitholder nor the purported transferee will be entitled to exercise any rights with respect to such Units; in each case, until such Transfer in breach of this Agreement has been rescinded.

(F) Transfers Subject to Compliance with Securities Act. No Units may be transferred by a Person (other than pursuant to an effective registration statement under the Securities Act) unless such Person, if required by the Board, first delivers to the Company an opinion of counsel, which opinion of counsel will be reasonably satisfactory in form and substance to the Company, to the effect that such transfer is not required to be registered under the Securities Act.

(G) The sale of all or substantially all of the Units in the Company (including pursuant to a merger or consolidation) shall be exempt from the foregoing provisions of this Section 13.3(a)(ii).

(H) Conditions to Permitted Transfer, Continued Applicability of Agreement. As a condition to any Permitted Transfer of Units, any transferee (other than any transferee that is already a Member) of Units will be required to become a party to the Agreement by executing an Adoption Agreement or such other form as the Board may approve. If any Person not already bound by this Agreement acquires Units, then notwithstanding such Person's failure to execute an Adoption Agreement in accordance with the preceding sentence (whether such Transfer resulted by operation of Law or otherwise), such Person and such Units will be subject to this Agreement as a Non-Member Holder unless and until such Person becomes a Member.

(I) Transfer Restrictions Not Exclusive. The restrictions on Transfer set forth in this Agreement are in addition to any other restrictions on Transfer to which any Unitholder may be subject, including without limitation pursuant to any agreement imposing vesting or other conditions or repurchase rights with respect to Units.

(J) Cancellation of Units. To the extent that an Unitholder agrees in writing with the Company, including without limitation pursuant to an agreement providing for the issuance of Units subject to vesting or similar requirements, that such Units may be cancelled by the Company under certain circumstances, such agreement may provide that upon such cancellation, automatically and without further action such Units will terminate and cease to be outstanding hereunder; and such provisions will be given due effect for all purposes of this Agreement.

(b) Tax Treatment. In the event the Company purchases the Units of a Member pursuant to the provisions of this Section 13, such redemption shall be governed by the provisions of Section 736(a) and not Section 736(b) of the Code.

13.4 Admission of Substitute Members.

(a) Notwithstanding any other provision of this Agreement to the contrary, no additional Person will be admitted to the Company as a Member without the approval of the Board, which approval may be given or withheld in its sole discretion. Subject to the other provisions of this Agreement, an assignee of the Units of a Member of the Company (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Units, including any transfer by operation of law) shall be deemed admitted as a Member of the Company only upon the satisfactory completion of the following:

(i) The consent of the Board;

(ii) the assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof and such other documents or instruments as the Board may require in order to effectuate the admission of such person as a Member of the Company;

(iii) the review and approval of the purchasing Member by regulatory authorities pursuant to the Regulations;

(iii) If the assignee is a corporation or other form of business entity, the assignee shall have provided to the Board evidence satisfactory to counsel to the Company of its power and authority to become a Member under the terms and provisions of this Agreement;

(iv) The assignee shall have paid all reasonable legal fees of the Company in connection with the substitution of such party as a Member.

(v) For purposes of allocating profits and losses and distributions pursuant to the terms of this Agreement, a Member shall be deemed as having become a Member upon the signing of this Agreement to the extent permitted under applicable tax law.

(c) Until a Non-Member Holder becomes a Member, the transferring Member from which such Non-Member Holder received its Units will continue to be a Member and have the power to exercise any rights or powers as a Member, but will not have the right to receive allocations or distributions pursuant to the terms of this Agreement.

(d) Notwithstanding anything contained herein to the contrary, in the event of a transfer by a Founder Unitholder made in accordance with the terms of this Agreement of any Founder Units to a party that is not a Founder (the "Transferred Founder Units"), such Transferred Founder Units and the subsequent holders thereof shall not have the voting rights that are attributable to the Founder Units as set in Section 8.2(b), Section 8.3 and Section 13.11 of this Agreement; provided, that, all other rights and attributes of the Transferred Founder Units as set forth herein shall be

maintained.

13.5 Admission of Permitted Transferee as Successor Member. A Person that acquires Units as permitted by this Section 13 will be admitted to the Company as a Member provided that such Person first executes and delivers to the Company an Adoption Agreement or such other form as the Board may have approved and provides such other evidence of compliance with all applicable terms and conditions of this Agreement as the Board reasonably may request.

13.6 Withdrawal of Members. Except following the Transfer of its entire Interest pursuant to Section 13 and the admission of its transferee as a Member pursuant to Section 13, a Member may not withdraw from the Company.

13.7 No Assignment/Transfer. Notwithstanding anything to the contrary herein, Members expressly agree that they will not, voluntarily or by operation of law, pledge, sell, assign, transfer or in any way encumber or alienate by gift or otherwise all or any portion of the Units in the Company, whether now owned or hereafter acquired, without the prior written Consent of the Managers. Any purported transfer in violation of this Agreement shall be void and ineffectual and shall not operate to transfer any right, interest or title to the Units to the purported transferee.

13.8. Involuntary Transfer of a Member Interest. A creditor's charging order or lien on a Member's Units, bankruptcy of a Member, or other involuntary transfer of Member's Units, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only be entitled to receive the share of profits and the return of capital to which the Member would otherwise have been entitled, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager under any circumstances. The Board, may elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to have the Company purchase all or any part of Units that were/are the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for Profits and Losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the Units, after taking into account that the Units do not include all of the rights of a Member, and after deducting damages that are due to the material breach of this Agreement.

13.9 Bring Along Rights. If at any time both (i) all Managers on the Board, and (ii) the Members, acting by a vote of seventy-five (75%) percent or more of all issued and outstanding Units (collectively, the "Majority Sellers"), elect to sell or exchange all of the Units in the Company owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction, then the Company shall have the right (the "Bring Along Right") to require each other Member of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective classes of Units, all of the Units held by such Members. To exercise the Bring Along Right, the Majority Sellers shall first give to the Company and each other Member of record a written notice (a "Bring Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Units to be sold or exchanged and certifying that such Units constitute all of the Units in the Company held by the Majority Sellers, (B) the name and address of the Proposed Transferee, (C) the proposed purchase price, terms of payment and other material terms and conditions of the

Proposed Transferee's offer, (D) a statement by the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring Along Right provided for in this Section 13.9 and (y) has agreed to purchase the Units in accordance with the terms hereof and (E) the aggregate Units of each other Member with respect to which the Majority Sellers wish to exercise its Bring Along Right pursuant hereto. Each Member shall thereafter be obligated to sell to the Proposed Transferee the Units subject to such Bring Along Notice, provided that the sale to the Proposed Transferee is consummated within ninety (90) days of delivery of the Bring Along Notice. If the sale is not consummated within such ninety (90) day period, then each affected Member may sell, but shall no longer be obligated to sell, such Members' Units pursuant to such Bring Along Notice. The parties acknowledge that the Units are unique assets and that money damages would be insufficient to in the event a Member breached its obligations hereunder. Accordingly, in the event of any breach by one or more Members of the provisions of this Section 13.9, the Company and the Majority Sellers shall be entitled to seek the remedy of specific performance, in addition to all other remedies available at law or in equity.

### 13.10 Grant of Preemptive Right.

(a) Except as otherwise specifically provided in this Section 13.10, if at any time the Company proposes to offer, issue, or sell to any Person any additional Units or any options, warrants, or other rights to acquire Units, then in addition to the other requirements set forth herein applicable to such proposed action, the Company, at least 15 days prior to the first proposed offering, issuance, or sale of such additional Units or options, warrants, or other rights to acquire Units will first offer in writing to sell to each Member holding Investor and/or Founder Units, up to that percentage of such additional Units equal to the quotient of (i) the aggregate number of Investor and Founder Units held by such Member, over (ii) the aggregate number of Investor and Founder Units held by all Members. Such offer will describe in reasonable detail the Units proposed to be offered, issued, or sold, the purchase price of any such Units, and any other material terms of the offer; and all such Units will be sold in all material respects on the same terms and conditions.

Notwithstanding the foregoing or any other provision of this Section 13.10, the rights provided for in this Section 13.10 will not apply to any offering, issuance, or sale of Units or options, warrants, or other rights to acquire Units (each, an "Excluded Transaction"):

- (iii) in a public offering registered pursuant to the Securities Act;
  - (iv) as consideration paid to a third party for the acquisition by the Company and/or any of its Subsidiaries of all or any substantial portion of the assets or equity interests of another business;
  - (v) in connection with any financing or extension of credit by a third party; or
  - (vi) to officers, directors, employees, and consultants of the Company and/or any of its Subsidiaries for compensatory purposes.
- (b) Procedure. Upon receipt of an offer pursuant to Section 13, each Member



holding Investor and/or Founder Units will be entitled (but not obligated) to purchase all or part of the Units offered to such Person at the price and on the terms specified in the offer; and may exercise such rights by giving written notice of its election to the Company within 15 days after receipt of such offer. If any Member holding Investor and/or Founder Units fails in whole or in part to exercise its rights hereunder within such 15-day period (other than by reason of the Company's failure to comply with the provisions of this Section 13.10), then the other Members holding Investor and/or Founder Units who have timely exercised their rights will have the right to acquire the Units offered to such non-exercising Member holding such Units (which right may be exercised by any such Member holding Investor and/or Founder Units by indicating in such Member's notice to the Company of its exercise of rights hereunder such Member's desire to acquire additional Units or otherwise). If oversubscribed for, any such Units not purchased by the Member holding Investor and/or Founder Units initially entitled thereto will be allocated among the other Members holding Investor and/or Founder Units who have duly elected to acquire such Units, pro rata in proportion to their respective aggregate number of Investor and Founder Units. Thereafter, the Company may sell so much, and only so much, of any such Units as to which no Member holding Investor and/or Founder Units, having been duly offered the right to purchase such Units in accordance with all of the provisions of this Section 13.10, has exercised such rights, on terms and conditions no more favorable, in the aggregate, to the purchasers thereof than those offered to the Members holding Investor and/or Founder Units pursuant to this Section 13, provided, that in the event that any such Units are not sold within 120 days following the lapse of the 15-day exercise period hereby provided to the Members holding Investor and/or Founder Units, such unsold Units will once again be subject to the preemptive rights set forth in this Section 13.

(c) Board Determination. In the event the Board determines, in its reasonable discretion and obtains Supermajority Consent, that the Company is in immediate need of capital, the Company may issue securities to any Member so long as the Company and such Member, promptly after such issuance, gives the other applicable Members an opportunity to participate in such offering on the terms essentially as set forth in this Section 13.

#### 13.11 Approved Sale.

(a) A proposed sale of the Company (whether by merger, consolidation, sale of all or substantially all of the Company's assets, sale of all or a majority of the outstanding Units, or otherwise) in excess of the Aggregate Floor Sales Price, and to be undertaken on an arm's length basis with any Person (other than an Affiliate of the Company or any Member), may be approved by both (i) the Board acting by Consent of the Managers, and (ii) a minimum of two-thirds vote (2/3) of the issued and outstanding Founder Units entitled to vote such Founder Units and, for the avoidance of doubt, shall not require a vote of the Investor Units. In the event the purchase price for the proposed sale does not exceed the Aggregate Floor Sales Price, however, such sale shall require both Consent of the Managers as well as three fourths (3/4) vote of all of the issued and outstanding Units entitled to vote thereon, without regard to class. Each Unitholder hereby waives, to the extent permitted by applicable Law, all rights (if any) to object to or dissent from such sale properly approved as set forth in this Section 13.11 (an "Approved Sale"), and hereby agrees to consent to and to raise no objections against such Approved Sale, and further, hereby waives for such Unitholder's self and on the behalf of the Company, any and all rights (including but not limited to rights of first refusal, preemptive rights, appraisal rights and the like), options and other

restrictions applicable to the Approved Sale. Where a conflict exists between this Section 13.11 and any other terms of this Agreement, the terms of Section 13.11 will be deemed to prevail.

(b) Obligations of Unitholders. The Company and the Unitholders hereby agree to reasonably cooperate in any Approved Sale and not to take any action prejudicial to or inconsistent with such Approved Sale. Without limiting the generality of the foregoing, each Unitholder hereby agrees (i) to waive any appraisal rights (if any) that such Unitholder may have with respect to such Approved Sale and (ii) in an Approved Sale structured as a sale of Units, to sell all of such Unitholder's Units on the terms and conditions so approved as set forth above.

(c) Received Consideration and Terms of Sale, etc. The obligations of the Unitholders with respect to any Approved Sale are subject to the satisfaction of the conditions that upon the consummation of such Approved Sale, all of the Unitholders will receive the same form(s) of consideration (or if any Unitholder is given an option as to the form of consideration to be received, all Unitholders will be given the same option), and the amounts of consideration received by the Unitholders will be (or be in proportion to) the amounts that each of them would receive if all of the Company's assets were sold in the Approved Sale and then the proceeds of the Approved Sale were distributed to the Unitholders in complete liquidation of the Company pursuant to Section 15; and all other terms and conditions of such Approved Sale will be the same for all holders of Units; provided, however, no Unitholder shall be required to execute non-competition agreements, non-solicitation agreements and confidentiality agreements or to provide representations and warranties other than as to title and ownership of the Units, or to incur any indemnification or other obligations in connection with the Approved Sale in excess of the payments received.

(d) Voting Agreement and Proxy. Should any Approved Sale be submitted to the Unitholders or any of them for a vote, whether because required by applicable Law or otherwise, each Unitholder hereby agrees to vote all Units held by him or it and that may be entitled or permitted to vote on such matter in favor of approval of the Approved Sale and in favor of any other related proposal recommended by the Board. Each Unitholder hereby appoints a representative designated by the Board as such Unitholder's true and lawful proxy and attorney in connection with any such vote, with full power of substitution, to vote any and all Units owned by such Unitholder or over which such Unitholder has voting control to effectuate the agreements set forth in this Section 13 in the event of any breach by such Unitholder of its obligations under this Section 13. The proxies and powers granted by each Unitholder pursuant to this Section 13.11(d) are coupled with an interest and are given to secure the performance of such Unitholder's duties under this Section 13. Such proxies are irrevocable for so long as this Section 13 remains in effect and will survive the death, incompetence, or disability of any Unitholder who is an individual and the merger, liquidation, or dissolution of any Unitholder that is a corporation, limited liability company, partnership, or other entity.

**SECTION 14. Dissolution.** The Company shall have a perpetual existence, unless otherwise provided in the Certificate or unless it is dissolved pursuant to this Section 14. The Company shall dissolve, and its affairs wound up, upon the first to occur of the following: (a) the Supermajority Consent of the Members; (b) the sale or exchange of all or substantially all of the operating assets of the Company in accordance with Section 8.6; or (c) the entry of a decree of

judicial dissolution or any other event which results in dissolution of the Company under the Act and Regulations.

SECTION 15. Liquidation. The Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to Members, pro-rata, according to their positive capital account balances. IN NO EVENT SHALL ANY MEMBER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH MEMBERS INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

SECTION 16 Competing Activities; Interested Party Transactions.

16.1 Competing Activities. Subject to the last sentence of this Section 16.1, and the Regulations, the Members and the Manager may participate in any business or investment activity, without accountability to the Company or any other Member, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Members and Manager are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Members against such Members or Manager or their respective other businesses, for any of the profits thereof and the Company shall not have any rights with respect to such other businesses or investments. Notwithstanding the foregoing, no Member or Manager, directly or indirectly, may engage in any business or investment activity which competes directly with the business of the Company within either the City of Framingham, Massachusetts or the City of Attleboro, Massachusetts, without the written approval of a majority of the disinterested Members, provided that ownership of less than five (5%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section 16.1.

16.2 Interested Transactions. The Members and the Manager may enter into contracts with the Company and its Affiliates to the maximum extent permitted by applicable law, all in the same manner and with the same freedom as though such Person were not a Member or Manager and without accountability for any profit, benefit or compensation received in connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship.

SECTION 17 Loans and Guarantees. The Members may, but shall not be required to, make loans to the Company and/or guarantee liabilities of the Company. Any loans or guarantees made or given by a Member shall be on such terms and conditions as shall be agreed upon by the Member and the Company.

SECTION 18 Certain Expenses by Members. The Members acknowledge and agree that

they are expected to incur certain expenses related to the business of the Company from time to time, including without limitation, expenses for transportation, meals, lodging, long distance and cellular telephone charges, postage and other office and business-related expenses. Unless otherwise (i) agreed upon in writing, or (ii) set forth in written policies adopted by the Manager from time to time, the Company shall not be obligated to reimburse the Members for all or any part of such expenses.

**SECTION 19 Books, Records and Reports.**

19.1 Books and Records. The Company shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Managers may determine, and otherwise in accordance with GAAP. The Company shall also maintain a complete list of the Members of the Company, a true copy of this Agreement, records of proceedings of the Members, the Manager and any other documents or records required by the Act. The books and records shall at all times be maintained at the principal office of the Company.

19.2 Tax Information. As soon as available after the end of each fiscal year of the Company, the Manager shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of such Member's federal and other income tax returns.

19.3 Periodic Reports. As soon as available after the end of each fiscal year, the Board shall cause to be prepared, and upon written request, shall transmit to each Member the financial statements of the Company for the immediately preceding fiscal year. Such financial statements shall be prepared by the Company's independent certified public accountants in accordance with GAAP, and shall include: (i) a balance sheet of the Company as of the last day of such fiscal year; (ii) a statement of income of the Company for such fiscal year; (iii) a cash flow statement of the Company; and (iv) any other information required to be included in certified or reviewed financial statements in accordance with GAAP. All such financial statements shall be reviewed statements, unless the Board requests that the Company's certified public accountants prepare audited (certified) financial statements for any particular year(s), in which event the requesting Members will be provided with audited financial statements of the Company for such year(s). Upon written request of a Member, the Board shall also provide to such Member (i) internal financial statements, including a balance sheet and income statement for the immediately preceding fiscal quarter, (ii) a copy of the Approved Budget and (iii) a copy of the Company's federal income tax return, as most recently filed.

19.4 Informational Rights. The Members shall have informational rights as provided by the Act and other applicable law, provided however, the Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action could result in a waiver of attorney/client privilege as between the Company and its legal counsel.

**SECTION 20 Amendments.** Except to the extent specifically set forth herein, including without limitation, an amendment described in Section 9.4 with respect to the issuance of additional authorized Units, this Agreement may be amended only by a vote of seventy-five (75%) percent or more of all issued and outstanding Units and Consent of the Managers, provided,

however, that no such amendment shall result in dilution of a Member's interest in Profits, Losses and distributions (except on a pro-rata basis with other Members) or require a non-consenting Member to make any additional capital contributions or loans to the Company, or to guaranty any debt or obligation of the Company without such Member's express written consent. Any amendment to this Agreement approved in accordance with the terms of Section 9 or this Section 20 shall be binding upon all Members, whether or not they consented to or joined in such amendment, and the Board shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member. Any amendment so approved shall for all purposes, including without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members.

SECTION 21 Headings. Headings and paragraph and section titles are for convenience only and have no significance in the interpretation of this Agreement.

SECTION 22 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Certificate of the Company, the Certificate will control and this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Member upon dissolution will supersede the provisions of the Act relating to the same matters.

SECTION 23 Indemnification.

23.1 General. The Company shall indemnify each Member and Manager their respective representatives and agents (the "Indemnified Person") who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Indemnified Person is or was a Member, Manager or officer of the Company, or is or was serving at the request of the Company or the Managers as a Manager, or officer against expenses, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding (collectively, any of the foregoing, a "Proceeding"), to the maximum extent permitted by the Act and Regulations, provided however that, in the case of a settlement, the terms of such settlement shall first be approved in writing by the a majority of the disinterested Managers. The Company may, but shall not be required to indemnify any employee of the Company on the same terms, or on such other terms as the Manager deem appropriate. Notwithstanding the foregoing, an Indemnified Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws only to the maximum extent permitted by such laws. The indemnification rights of Members, Manager and officers of the Company shall vest upon such Person becoming a Member, Manager or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Member, Manager and officer shall not affect his or her rights hereunder.

23.2 Advance Payment. The right to indemnification provided for in this Section

23 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by the Indemnified Person, in advance of the final disposition of any such action, suit or proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided however, that the payment of such expenses incurred by any Indemnified Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of Indemnified Person of his or her good faith belief that the Indemnified Person has met the standard of conduct necessary to be indemnified under this Section 23 in a written undertaking in form and substance acceptable to the Managers by Indemnified Person to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 23 or otherwise. Such undertaking may be accepted by the Managers without reference to the financial ability of the Indemnified Person to make repayment. Upon receipt of an undertaking by Indemnified Person to repay such advance if he or she shall be adjudicated to be not entitled to indemnification, the Company may make payment of indemnified costs in advance of the final disposition of an action, suit or proceeding. Such advance payment shall be made within sixty (60) days after receipt by the Company of the written request of the Indemnified Person, which request shall include appropriate documentation relating to such costs, such as bills from attorneys for services rendered in connection with such action, suit or proceeding. The rights of Members, Manager and officers of the Company to receive advance payment of expenses shall vest upon such Person becoming a Member, Manager or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Member, Manager and officer shall not affect his or her rights hereunder.

23.3 Exculpation. Notwithstanding any other provision of this Agreement, no officer or Manager of the Company shall be liable to the Company or to any Member for any act or failure to act if such act or failure to act is based upon the reasonable business judgment of the officer or Manager and was taken in good faith, with the reasonable belief that such action or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that this Section 23 shall be binding to the maximum extent permitted by law.

SECTION 24 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions or those of any other jurisdiction. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER MEMBER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF MASSACHUSETTS, AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 26, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS.

#### SECTION 25 Representations and Warranties of Members.

Each of the undersigned Members of the Company hereby represent and warrant to the other and to the Company as follows:

25.1 The undersigned has the legal right, power and authority to enter into this

agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Member is a party or by which such Member is bound.

25.2 Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

25.3 The undersigned has had the opportunity to consult with his/her own attorney prior to signing and delivering this Agreement, has read and understands the Agreement and has signed and delivered the Agreement with the intent to be legally bound.

SECTION 26 Mediation; Arbitration.

THE PARTIES HEREBY AGREE THAT, UNLESS OTHERWISE SPECIFICALLY REQUIRED BY LAW, ANY AND ALL DISPUTES, AND LEGAL AND EQUITABLE CLAIMS ARISING BETWEEN OR AMONG THE MEMBERS, THE MANAGERS, THE OFFICERS, THE COMPANY, OR ANY OF THEM OR ANY COMBINATION OF THEM, WHICH RELATE TO THE RIGHTS AND OBLIGATIONS OF SUCH PERSONS UNDER THE TERMS OF THIS AGREEMENT, ANY AGREEMENT CONTEMPLATED HEREBY, OR ANY FUTURE AGREEMENT, UNDERSTANDING OR INSTRUMENT TO WHICH TWO OR MORE SUCH PERSONS MAY BE PARTIES (EXCEPT FOR DISPUTES OR CLAIMS REGARDING CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER CLAIMS FOR EQUITABLE RELIEF), SHALL FIRST BE SUBJECT TO MEDIATION BEFORE MUTUALLY AGREEABLE MEDIATOR, THEN, IF UNRESOLVED, SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED HOWEVER THAT NOTHING SET FORTH IN THIS SECTION 26 SHALL BE DEEMED TO PREVENT A PARTY FOR COMMENCING ACTION IN A COURT OF COMPETENT JURISDICTION IF SUCH PARTY IS SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF.

SECTION 27 Amendment and Restatement. The Company and the Members hereby agree that this Agreement amends, supersedes and restates the Original Agreement and the Original Agreement shall be null and void with no further force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the undersigned Members have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Member's signature below.

**COMPANY:**

BCWC LLC:

By: 

Name: Derek A. Ross

Title: Founder Manager

By: \_\_\_\_\_

Name: Steven P. Harrington

Title: Investor Manager

**MEMBERS:**

See Counterpart Signature Pages



IN WITNESS WHEREOF, the Company and the undersigned Members have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Member's signature below.


**COMPANY:**

BCWC LLC:

By: \_\_\_\_\_

Name: Derek A. Ross

Title: Founder Manager

By:  \_\_\_\_\_

Name: ~~Stephen P. Harrington~~ Stephen P. Harrington Sr

Title: Investor Manager

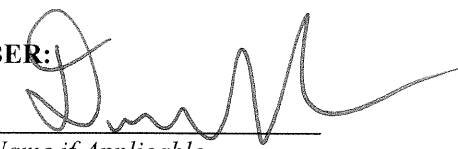
**MEMBERS:**

See Counterpart Signature Pages

**COUNTERPART SIGNATURE PAGE  
TO  
BCWC LLC  
AMENDED AND RESTATED OPERATING AGREEMENT**

By executing this counterpart signature page, the undersigned hereby agrees to become and hereby becomes a party to that certain Amended and Restated Operating Agreement in effect on the date hereof by and among BCWC LLC, a Massachusetts limited liability company, and its members (collectively, the “**Members**”), and such other Members executing counterpart signature pages thereto (the “**Agreement**”). The undersigned hereby agrees to be bound and hereby becomes bound by the terms and conditions of the Agreement in the capacity as a Member.

**MEMBER:**

  
\_\_\_\_\_  
*Entity Name if Applicable*

Print Name: Derek A. Ross

Title: \_\_\_\_\_, *if applicable*

Dated: June 21, 2019

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BCWC LLC  
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**MEMBER:**

\_\_\_\_\_  
*Entity Name if Applicable*

  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_, if applicable

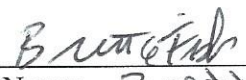
Dated: June 20, 2019

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**MEMBER:**

\_\_\_\_\_  
*Entity Name if Applicable*

  
\_\_\_\_\_  
Print Name: BRETT E. FISH  
Title: Business Developer if applicable

Dated: 6-21-19

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**MEMBER:**

BCWC, LLC  
Entity Name if Applicable

Blair T. H.  
Print Name: Blair T. H.  
Title: Member, if applicable

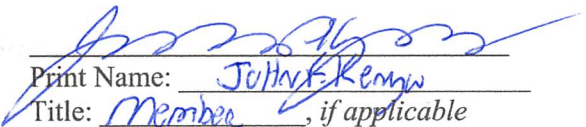
Dated: 6/20/19

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**MEMBER:**

BCWC LLC  
Entity Name if Applicable

  
Print Name: John F. Remyn  
Title: Member, if applicable

Dated: 6/20/2019

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**MEMBER:**

\_\_\_\_\_  
Entity Name if Applicable

\_\_\_\_\_  
Print Name: Duncan S. Harris  
Title: Member, if applicable

Dated: 6/20/19

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**MEMBER:**

\_\_\_\_\_  
*Entity Name if Applicable*

A handwritten signature in black ink, appearing to read 'Zachary Allen', is written over a horizontal line.

Print Name: Zachary Allen

Title: \_\_\_\_\_, if applicable

Dated: 6/21/19

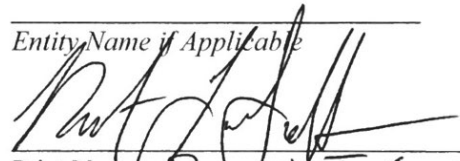


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**MEMBER:**

Entity Name if Applicable



Print Name: Robert T. Grillo

Title: Founder, if applicable

Dated: 6-20-19

**COUNTERPART SIGNATURE PAGE  
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**MEMBER:**

Beach Farm InvestCo LLC

*Entity Name if Applicable*



Print Name: Stephen P. Harrington Sr

Title: Managin Member, *if applicable*

Dated: 6/25/2019

**COUNTERPART SIGNATURE PAGE  
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**MEMBER:**

BCWC Holdings LLC

*Entity Name if Applicable*



Print Name: Stephen P. Harrington

Title: Director, if applicable

Dated: June 20, 2019

**COUNTERPART SIGNATURE PAGE  
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**MEMBER:**

CanWell LLC

*Entity Name if Applicable*



Print Name: W Stephen Harrington

Title: Director, if applicable

Dated: June 20, 2019

**SCHEDULE I****Unitholders**

<b><u>Unitholder</u></b>	<b><u>No. and Class of Units</u></b>	<b><u>Capital Contribution</u></b>
Derek A. Ross	148,125 Founder Units	\$22,500
Mark Rioux	128,125 Founder Units	\$22,500
Brett Fish	55,000 Founder Units	\$30,000
Blair Fish	43,750 Founder Units	\$56,250
Duncan Harris	50,000 Founder Units	\$0
John Kenyon	55,000 Founder Units	\$0
Zachary Allen	10,000 Founder Units	\$0
Robert T. Grillo	10,000 Founder Units	\$0
CanWell, LLC	58,596 Investor Units	\$1,435,000.00
BCWC Holdings, LLC	38,792 Investor Units	\$950,000.00
Beach Farm InvestCo, LLC	64,925 Investor Units	\$1,590,000.00 <sup>1</sup>

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<sup>1</sup> Units to be awarded following the consummation of the “Initial Closing” in the stated amount, pursuant to and as defined in, that certain Membership Interest Purchase and Issuance Agreement of even date herewith, by and between Beach Farm InvestCo, LLC, as Purchaser, and Company, as Company.

**Schedule 10.2(b)(ii)(C)****Flow of Sale Proceeds**

1)	Capital Contribution Balance	12,000,000	
2)	Founders Catchup Balance	2,000,000	
3)	Up til \$40mm Proceeds ProRata	26,000,000	
4)	ProRata - Multiply by Factor	0.000000100%	(Formula in D24) (Sell Px - \$40mm * .00001% + 50%)
5)	Stops at 65/35 Split		
6)	Normal Distributions remain at 50/50		

		<b><u>\$40,000,000</u></b>	<b><u>\$60,000,000</u></b>	<b><u>#####</u></b>	<b><u>#####</u></b>	<b><u>#####</u></b>	<b><u>\$250,000,000</u></b>
Original							
Investment	Investors	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000
Catchup	Founders	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
ProRata til \$40	Investors	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000
ProRata til \$40	Founders	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000
	Remaining Proceeds	\$0	\$20,000,000	\$60,000,000	#####	#####	\$210,000,000
Tilt Split	Investors	\$0	\$9,600,000	\$26,400,000	\$42,900,000	\$56,000,000	\$73,500,000
Tilt Split	Founders	\$0	\$10,400,000	\$33,600,000	\$67,100,000	#####	\$136,500,000
50%	Investors	50.00%	48.00%	44.00%	39.00%	35.00%	35.00%
50%	Founders	50.00%	52.00%	56.00%	61.00%	65.00%	65.00%

**EXHIBIT A****FORM OF ADOPTION AGREEMENT**

This Adoption Agreement is executed by the undersigned (“**Transferee**”) pursuant to the terms of the Amended and Restated Limited Liability Company Agreement of BCWC LLC (the “**Company**”), a Massachusetts limited liability company, dated as of \_\_\_\_\_, \_\_\_\_\_, a copy of which is attached hereto and is incorporated herein by reference (the “**LLC Agreement**”). By the execution of this Adoption Agreement, the transferee (and his or her spouse, if applicable) agree as follows:

1. Acknowledgment. Transferee acknowledges that Transferee is acquiring \_\_\_\_\_ (\_\_\_\_) [**number/class of Units**] Units of the Company, subject to the terms and conditions of the LLC Agreement (including the Exhibits thereto). Capitalized terms used herein without definition are defined in the LLC Agreement and are used herein with the same meanings set forth therein.

2. Agreement. Transferee (a) agrees that Units acquired by Transferee will be bound by and subject to the terms of the LLC Agreement (including the exhibits and schedules thereto) and (b) hereby joins in, and agrees to be bound by, the LLC Agreement (including the exhibits and schedules thereto) with the same force and effect as if he were originally a party thereto; provided, Transferee’s joinder in the LLC Agreement will not constitute his admission as a Member unless and until he is duly admitted in accordance with the terms of the LLC Agreement.

3. Notice. Any notice required or permitted by the LLC Agreement will be given to Transferee at the address listed beside Transferee’s signature below.

Executed and delivered as of \_\_\_\_\_, 20\_\_.

TRANSFEE:

By: \_\_\_\_\_  
 Notice Address \_\_\_\_\_  
 \_\_\_\_\_

TRANSFEE’S SPOUSE:

By: \_\_\_\_\_  
 Notice Address \_\_\_\_\_  
 \_\_\_\_\_



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001316771

The date of filing of the original certificate of organization: 3/9/2018

1.a. Exact name of the limited liability company: BCWC LLC

1.b. The exact name of the limited liability company as amended, is: NOVA FARMS LLC

**2a. Location of its principal office:**

No. and Street: 34 EXTENSION STREET

City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified:

**5. Name and address of the Resident Agent:**

Name: INCorp SERVICES, INC.

No. and Street: 44 SCHOOL ST., STE 325

City or Town: BOSTON State: MA Zip: 02108-4209 Country: USA

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DEREK A. ROSS	34 EXTENSION ST. ATTLEBORO, MA 02703 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JOHN F. KENYON	133 OLD TOWER HILL ROAD



<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DEREK A. ROSS	34 EXTENSION ST. ATTLEBORO, MA 02703 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

THE NAME OF THE LIMITED LIABILITY COMPANY IS CHANGED TO NOVA FARMS LLC

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

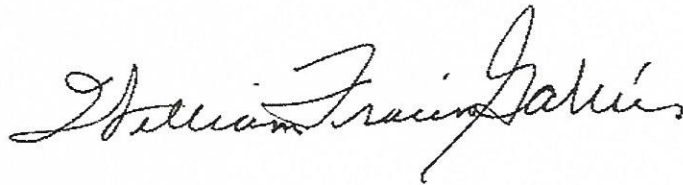
**SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of August, 2019,**  
DEREK A. ROSS , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

August 01, 2019 10:29 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





BCWC

THE ROAD TO  
PROSPERITY



## GENERAL DISCLOSURE

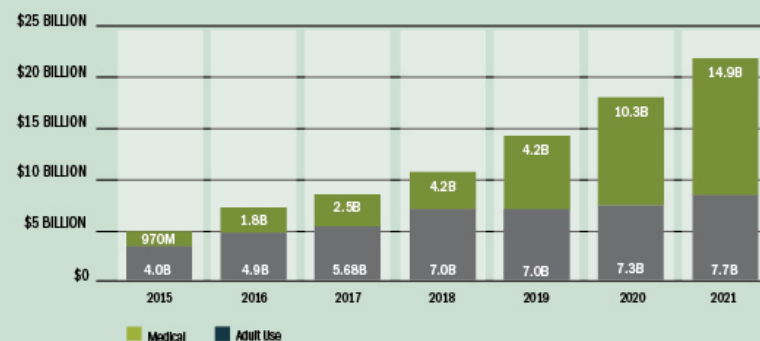
This Executive Summary has been prepared by BCWC, LLC (the “Company”) solely for informational purposes and is not to be used as a basis for an investment decision. This Executive Summary is not an offering document and does not constitute an offer of securities. Dissemination of this Executive Summary without the written consent of the Company is prohibited. The information contained in this Executive Summary does not purport to be all-inclusive or to contain all of the information that a prospective participant may require. This Executive Summary includes certain statements, estimates and projections that may constitute “forward-looking statements” within the meaning of the Securities Exchange Act of 1934. These statements, estimates and projections may be prefaced by or subject to terms such as “anticipate,” “believe,” “continue,” “estimate,” “expect,” “intend,” “may” or “will.” All statements that address expectations or projections about the future, including statements about the Company’s strategy for growth, product development, market position, expenditures and financial results, are forward-looking statements. Forward-looking statements reflect various assumptions concerning projected results which as of the date hereof management believes are reasonable. However, actual results could differ materially from those in the forward-looking statements due to a number of risks and uncertainties. To the extent that the uncertainties do or do not occur, the outcome may vary substantially from anticipated or projected results, and accordingly, no opinion is expressed on the achievability of those forward-looking statements. No assurance can be given that any of the assumptions relating to the forward-looking statements specified in the enclosed material are accurate, and the Company assumes no obligation to update any such forward-looking statements. Some of the entities listed may be in the process of formation. This Executive Summary is intended only for the party or parties to whom it was directed. If you have received the Executive Summary in error or by other means, it must be destroyed and by no means circulated, copied or otherwise duplicated or disseminated without the express permission of the Company. Nothing in this Executive Summary should be construed as investment advice, nor should it be used to make investment decisions. Readers are advised to conduct their own due diligence prior to considering buying or selling any securities. No regulatory authority has approved or disapproved of the information contained herein.



## THE FEDERAL CLIMATE

The United States is experiencing its next industrial revolution; cannabis. With states like Colorado, Washington, Oregon, Nevada & Alaska already selling cannabis recreationally and numerous more that are medicinally legal, the momentum is growing. Cannabis usage in the United States is experiencing unprecedented growth and will rival the best industry expansions of our country's past. With over 60% approval rating for the legalization of marijuana according to a recent Gallup Poll, Americans are becoming more accepting of cannabis and more active consumers. It is estimated that by the year 2021, the adult recreational cannabis industry in the North America will top \$20 billion. Recent congressional and presidential statements have indicated strong support for states rights to implement their own cannabis policies. Moreover, with the resignation of former Attorney General Jeff Sessions, it creates a more open playing field in cannabis. With demand rising, public sentiment increasing, and states willing to allow legalized cannabis sales the time is right to seize this opportunity. There will never be a better time to get into the next industrial revolution.

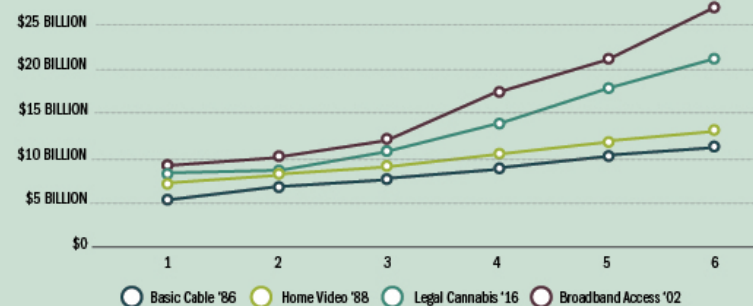
### • North American Legal Cannabis Spending 2015-2021



### • Gallup Poll: U.S. Support for Legal Marijuana



### • 5-Year Growth In \$5-Billion-Plus-Industries





THE  
MASSACHUSETTS  
OPPORTUNITY





## THE MASSACHUSETTS MARKET

Massachusetts offers a very unique opportunity in the state-by-state cannabis market. It is the first major state east of Colorado to open its doors and approve marijuana. It is also the first of the larger New England states where adult recreation has been approved as of July 2018. Neighboring states like Rhode Island, Vermont, New Hampshire and Connecticut are stalled with only medical dispensary distribution legal. The first mover advantage in Massachusetts will induce astronomical cannabis demand as was seen in states like Colorado & Washington. Cannabis consumers from neighboring states, even as far as New Jersey, will travel to Massachusetts to purchase cannabis. Local municipalities have also placed bans and moratoriums on cannabis activities which limits competition. This industry dynamic will induce a fertile market for companies to capitalize.

## MARIJUANA MARKET GROWTH

Projected value of Marijuana sales in Massachusetts

\$1 Billion

\$1.17

Recreational Use

Medical Use

SOURCE: ArcView  
Market Research  
and New Frontier

\$200 Million

2014 2015 2016 2017 2018 2019 2020





Estimates on the adult recreational cannabis market in Massachusetts are very robust. Arc View Market Research & New Frontier Research estimate the adult use recreational market to be \$1.17 billion by 2020. Over the next few years, the legal cannabis market in Massachusetts is forecast to grow from \$52.0 million in 2017 to an estimate between \$1.07 -1.20 billion in 2020 with medical and adult use sales combined.

At this time, the Executive Office of Health and Human Services is not limiting the number of registered marijuana dispensaries (RMD) that will be approved, as long as the applicants demonstrate compliance with the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts 2012 and its implementing regulations, 105 CMR 725.000. Applications are being reviewed on a rolling basis.

There are currently 49 Registered Medical Dispensaries (RMDs) approved to sell cannabis in the state of Massachusetts. According to the Massachusetts Cannabis Control Commission, there are 85 applicants with completed applications for the recreational cannabis market (8 of which are in Bristol County, Massachusetts). Of the 85 applications submitted two have been approved for recreational sales as of July 2018. BCWC is one of a handful of prioritized applicants waiting on approval to grow and sell recreationally.

Listed below are some of the current Registered Medicinal Dispensaries in operation today in Massachusetts.



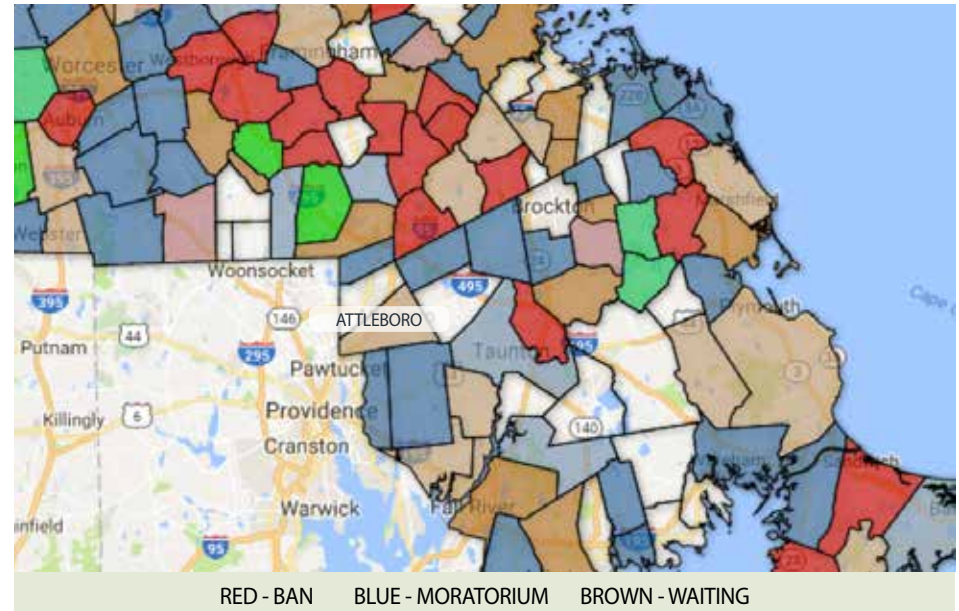




In 2012, 63% of Massachusetts' voters approved Question 3 on the ballot which created the current statewide medical marijuana program. The law allowed for 35 state-licensed non-profit dispensaries. In the November 8, 2016 election, Massachusetts' voters passed a ballot initiative making recreational cannabis legal in the state. Governor Charles Baker signed legislation on December 30, 2016 extending the start date for recreational sales by six months, to July 2018. The law imposes a 3.75 percent excise tax on commercial marijuana sales creating an immediate revenue stream for the state. More importantly, however, the law allows localities to have the authority to regulate, limit, or prohibit the operation of marijuana businesses. Since this time numerous towns have voted to prohibit cannabis retailers and cannabis producers from doing business in their municipalities. This local prohibition by towns creates a limited number of areas that cannabis facilities can operate placing a very high value on RMD's that have both state and municipality approval. BCWC is in a valuable position because it has both state and town acceptance.

BCWC is now poised to capture cannabis revenue from various sources. "Unlike other places where cannabis is legal, Massachusetts is within driving distance of many of the most populous places in America. This will make Massachusetts the cannabis capital of the world in short order. This cannabis tourism will drive significant revenue, tax dollars, and job growth which will make legalization very attractive to neighboring states," said Troy Dayton, CEO of The Arcview Group. With Rhode Island to the south, Connecticut to the southwest, New York to the west and Vermont and New Hampshire to the north, Massachusetts' recreational market will experience astonishing growth.

#### MASSACHUSETTS' TOWN MORATORIUM/BAN MAP- RECREATIONAL





A close-up photograph of a person wearing a green baseball cap and a plaid shirt, tending to several cannabis plants. The person's hands are visible, gently touching the leaves of the plants. The background is dark and out of focus, emphasizing the plants and the person's actions.

THE TEAM

PROVEN LEADERS  
IN CANNABIS



## TOP TIER TEAM

BCWC's diverse team of founding members brings tremendous cultivation experience, cannabis knowledge, and industry expertise to ensure success. Our board will be used as an advisory committee to oversee and manage the BCWC Employee Team in order to create shareholder value.



**DEREK ROSS** - Mr. Ross has over eleven years of experience working as a consultant for various non-profit dispensary & cultivation organizations regionally and in other parts of the nation. Mr. Ross is the CEO and founder of Cannatech LLC a Rhode Island-based cannabis consulting company and also sits on the board of advisors for the Canadian publicly traded company Future Farms. Mr. Ross has been central to the design of controlled environment cultivation facilities for clients ranging from residential to industrial scale and regularly conducts extensive training seminars and classes on the best practices for fruitful cultivation. He has developed over 1 million square feet of cultivation space to date and has practiced cannabis cultivation "greenhouse, outdoor, indoor and hybridized greenhouse" throughout New England. Mr. Ross is also the founder and operator of a retail gardening store that sells specialized equipment for indoor cultivation. Mr. Ross is also founder & President of RCRI Inc., a RI non-profit advocating for cannabis professionals, patients, caregivers and works with legislators, regulators, industry participants on legislation & regulations. His contributions have helped shape the ongoing legal framework for medical cannabis in RI and are drafting legislation for the recreational cannabis industry. Mr. Ross owns and operates the largest CBD hemp farm in the State of Maine and has developed some of the highest testing CBD strains in the world. He is undefeated in acquiring cannabis licenses in the United States.



**BLAIR FISH** - Mr. Fish is a graduate of Providence College and holds a Masters in Business Administration from Boston College. Fish is a seasoned marketing veteran with over 16 years experience in media buying, production, as well as creative direction and oversight. He is currently president and CEO of Fish Advertising in Rhode Island. Fish Advertising is a two time Fastest Growing Awardee by the Providence Business News and a recipient of Providence Business News' Business Excellence Awards (Excellence at a Small Business). Mr Fish is a marketing and branding expert and has been published numerous times in the Providence Business News. Fish has also traveled extensively in Washington State, Colorado and Nevada to analyze legal cannabis marketing and advertising brands. He is the former owner of Ocean State Cultivation Center serving as Chief Marketing Officer for the cannabis cultivator. He worked hand in hand with OSCC in all facets of the business and developed the flagship brand Zach & Ted's Excellent Cannabis. Fish has trademarked numerous cannabis brands within both Massachusetts and Rhode Island. He also has a vast knowledge regarding CO2 extraction and packaging.



**BRETT FISH** - Mr. Fish graduated from the University of Rhode Island in 1993 and has an extensive background in marketing and advertising. President of New England Credit Card Systems (Merchant Services) handling thousands of Merchants in New England. He is an equity owner in MediStrains Medical Marijuana Co-op, supplying medicine to Summit and GreenLeaf Compassion Centers. Fish has over 2 years of growing experience and managing existing non-residential Co-op. Fish is also owner/operator of Ocean State Cultivation Center that received its cultivator's license from the State of Rhode Island on January 4, 2017. Ocean State Cultivation Center has been successfully supplying two of the state's Compassion Centers with medical marijuana since receiving their license. OSCC recently was acquired by Magnolia Holdings.



**ZACHARY ALLEN** - Since 2014 Zachary Allen has been cultivating and providing high quality medical marijuana to registered patients and compassion centers in the State of Rhode Island. He has produced some of the highest testing medicine in New England with third party laboratory results at over 28% THC, as well as over 26% CBD. In 2015, Mr. Allen co-founded a non-profit Rhode Island based patient and caregiver advocacy group, Responsible Caregivers of Rhode Island, in which he served as Vice President.

In 2015, Mr. Allen began consulting with Cannatech LLC, a Rhode Island based cannabis consultation and design firm. He was tasked with providing the content for the Management and Operations Profile of Cannatech Medicinals Inc., a Registered Marijuana Dispensary applicant, who has since then, received their Provisional Certificate. Mr. Allen is currently a partner in Cannatech LLC and was appointed as the Chief Operating Officer where he is responsible for coordinating with clients and his team to ensure a productive and steady pace towards the fruition of each project.

Additionally, Mr. Allen manages the cultivation and operations for Ocean State Cultivation Center (OSCC) located in Warwick, Rhode Island. OSCC was one of the first companies to receive a medical marijuana cultivator's license from the state of Rhode Island. They are also one of the few currently operating and providing medicine to compassion centers in RI. Mr. Allen manages several employees and oversees all aspects of operations within the company. Mr. Allen has become an expert at implementing the state's seed to sale tracking software. Mr. Allen works directly with representatives of the KIND Agrisoft tracking software and, closely with state officials on issues concerning regulatory compliance. Mr. Allen specializes in indoor cultivation and seed to sale tracking systems. He has successfully developed SOP's for cannabis cultivation in New England, diversion prevention, white mold mitigation, pheno hunting and seed to sale tracking.



**DUNCAN HARRIS** - Duncan graduated from Phillips Academy in Andover, MA in 1992 and from the University of Vermont in 1996. Upon graduating from UVM, Duncan moved to Boston to work on the trading desk at Loomis Sayles & Company. Duncan left Loomis and joined Berkeley Investments, a Boston based real estate investment company, in 2000. In 2002, after his wife's graduation from Tuft's Veterinary School, Duncan moved to Vermont and began his career in commercial real estate brokerage. He worked for many years at Redstone executing brokerage deals and managing development projects. In January 2016, Duncan founded The Kingsland Company, a full service commercial real estate brokerage firm based in Burlington, VT. Duncan spearheads all BCWC real estate needs from site research to site selection & negotiation.





**ROBERT GRILLO** – Robert Grillo first became involved in Rhode Island’s medical marijuana program as a caregiver in 2011. At the time, he was attending the University of Rhode Island where he majored in Business and Communications. Since then Robert has been dedicated to providing patients and dispensaries with medicine of the highest quality, potency, and terpene profiles. Robert’s cultivation focuses specifically on producing high potency CBD and THC cannabis cultivars. In 2013, Robert spent six months in the Denver area training with leading professionals to further improve his cultivation skills and knowledge of the industry. Robert continues to travel throughout the United States in pursuit of specialized cannabis strains and to educate himself on the newest techniques and technologies in the industry.

Robert was hired by Cannatech Medicinals in 2014 to help complete a Massachusetts RMD Management and Operations Profile. Robert has developed an in-depth understanding of industry regulations through his experiences and personal research, with particular knowledge in the regulations of the Northeastern states. In 2015, Robert was recruited and became Vice President of Cannatech LLC, where he has continued to utilize his well rounded understanding of the cannabis industry to help clients with cultivation design, SOPs, license acquisition oversight, and facility management. Robert has focused on providing clients with comprehensive and compliant security plans, helping to bridge the gap between conventional security and the nuances specific to the medical marijuana industry.

Robert became a manager of the Ocean State Cultivation Center in April 2017, a state licensed cultivation and manufacturing facility in Rhode Island. As a manager, Robert is tasked with production management, employee oversight, plant cultivation, lab processing and the overall efficiency of the facility and production. Mr. Grillo has also been practicing CO2 Extraction for the past two years with remarkable results. He single-handedly produces the highest testing shatter and full spectrum vape in the state of Rhode Island that is marketed through the Zach & Ted’s Excellent Cannabis nomenclature. Additionally, Mr. Grillo has successfully developed SOPs on the manufacturing of shatter, full spectrum vape, sublingual sprays, CBD isolate & THC distillate. The Zach & Ted’s Excellent Cannabis brand is a top brand in the RI cannabis market.



**JOHN KENYON** – John Kenyon graduated from the University of New Hampshire in 1987 with a Bachelor of Science in Business Administration. He graduated from the University of San Diego in 1990 with a Jurist Doctorate degree. He has been a member of the Rhode Island Bar Association since 1990 and a partner with Kenyon Law Associates, LLP since 1998. His practice includes representing multiple businesses with formation and compliance issues involving local, state and federal regulations. He has worked in conjunction with corporate attorneys to obtain regulatory permits for several national companies and successfully obtained municipal and environmental approvals for a \$100 million mixed use land development project containing both residential and commercial uses. John is also part owner of South County Title Company and Priority Title Company that provide title and closing services for state and federal lenders.

Kenyon has been a registered medical marijuana caregiver in Rhode Island since November 17, 2014. Shortly thereafter he and several caregivers formed Meadow Realty, LLC, d/b/a MediStrains to operate as a nonresidential, cooperative cultivation. His duties with the company included obtaining regulatory approval from the city of Warwick for the facility, ensuring compliance with local, state and federal laws and assisting in the growing process. The company has provided medicines for patients and all three compassion centers in the State of Rhode Island. He is the former an owner/operator of Ocean State Cultivation Center which was acquired by Magnolia Withholdings Group in October of 2018. He has worked extensively in securing host agreements with towns and licenses with the Massachusetts Cannabis Control Commission.

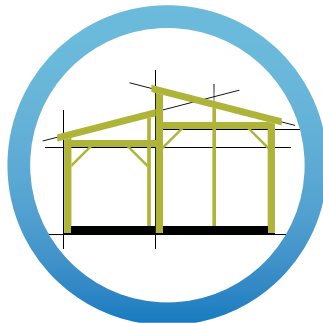
# BCWC COMBINED EXPERIENCE

32 YEARS



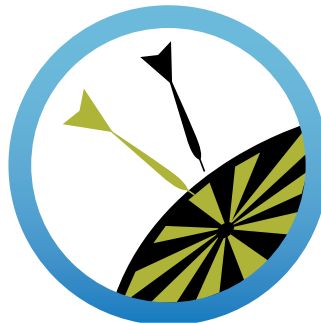
CANNABIS  
INDUSTRY  
EXPERIENCE

35 YEARS



COMMERCIAL  
REAL ESTATE  
DEVELOPEMENT

42 YEARS



BRANDING  
AND  
MARKETING

27 YEARS



CULTIVATION  
EXPERIENCE

15 YEARS



FORTUNE 500  
BUSINESS  
EXPERIENCE

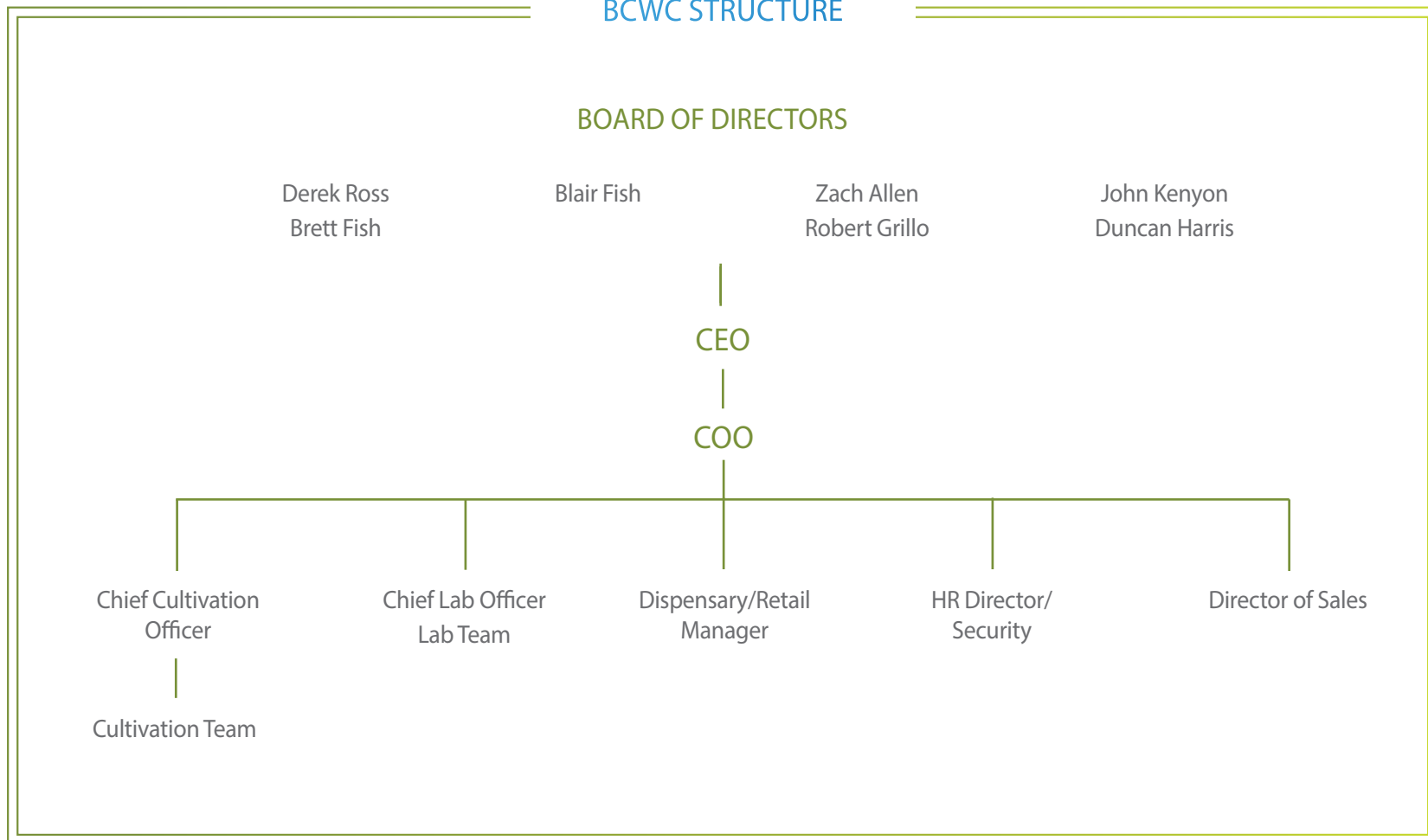




## BCWC COMPANY STRUCTURE & STRATEGY FOR OPERATIONS

BCWC's strategy for build out and ongoing management gives the Board of Directors an active role in the management, oversight of key personnel, and strategic operations. Board members will chart the company's course with its industry experts at each pivotal position. The board will hold all employees accountable for the success of BCWC.

### BCWC STRUCTURE









## ATTLEBORO, THE GATEWAY TO MASSACHUSETTS

BCWC has secured a property at 34 Extension Street in Attleboro located in an established industrial park in close proximity to I-95. It is a 24,700 square foot facility that will be used for processing and distribution.

Attleboro, Massachusetts is a city in Bristol County located 39 miles south of Boston and just 10 miles from Providence, Rhode Island. Attleboro is a vibrant and thriving place to work with a population of 43,593. Nestled along the Interstate 95 corridor, Attleboro is home to a rich history and a promising future. Once known as the “Jewelry Capital of the World,” Attleboro enjoys a diversified workforce in a variety of business sectors, offering growth and opportunity for many skills and education levels.

### BRISTOL COUNTY MASSACHUSETTS

- Population as of 2016: 558,324
- Veterans: 30,961
- Housing Units: 232,068
- Median Household Value: \$273,100
- Median Household Income: \$59,343
- Population Per Square Mile: 991.30

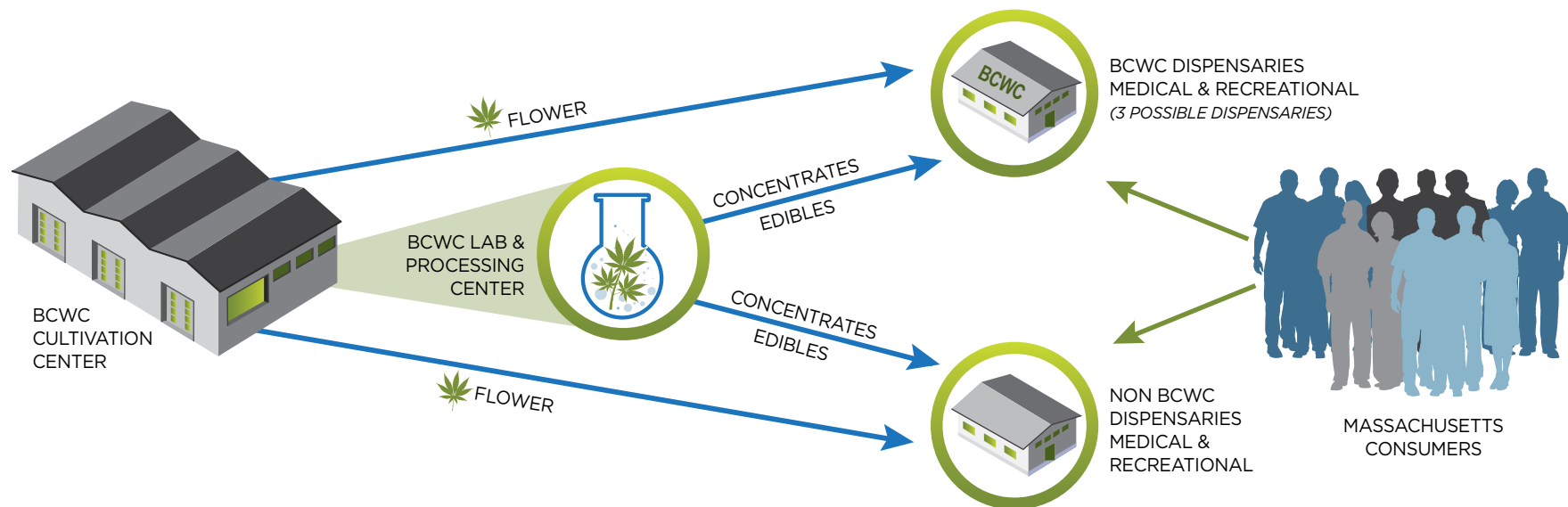
\*Source: Census.gov, 2016







## BCWC VERTICAL INTEGRATION



BCWC has been granted its provisional license from The Commonwealth of Massachusetts. This vertically integrated license allows BCWC to build out its manufacturing facility and engage in cannabis cultivation on its farm, as well as processing and retailing. BCWC can process & extract in a full laboratory, sell through a medicinal dispensary as well as through its three provisional retail licenses. From a wholesale perspective, BCWC can sell up to 30% of its cannabis to other approved RMDs or retail facilities. BCWC also has been approved through the Town of Attleboro with a secured host agreement that enables BCWC to process and sell cannabis in the town.

- Vertically Integrated License: BCWC can grow, process, & sell medicinally and recreationally
- Gateway Location: BCWC is .6 miles from Exit 1 on I-95, and will be the first dispensary to 50 million people south of the Massachusetts.
- Supply: BCWC has a host agreement in Sheffield, MA where it will maximize its canopy producing up to 5,000 pounds annually
- Branding: Ability to Create our Own Brands.
- Team Expertise: BCWC Board has extensive cannabis experience.
- Neighboring Moratoriums: Surrounding towns have placed moratoriums or bans on cannabis.
- Adult use provisional licenses for cultivation & manufacturing have been received; provisional retail license is also approved



## CULTIVATING PROFITS

BCWC's 24,700 square foot facility in Attleboro will produce an extraordinary array of cannabis products to fulfill market demand. From state-of-the art pharma grade laboratory to a high end kitchen, BCWC will manufacture concentrates and edibles in this facility. BCWC will also be cultivating its flower in an indoor grow at our farm.

### TOP TIER OUTDOOR/INDOOR FLOWER

BCWC is uniquely positioned to produce high quality outdoor flower at very efficient costs giving us a strategic operational and competitive advantage. This farm in Sheffield, Massachusetts allows BCWC to maximize its canopy size to 100,000 square feet. BCWC will begin to grow outdoor in May 2019 and will be harvesting up to 5,000 pounds by October 2019. Then in November, BCWC will shift its grow to an indoor facility at 1876 North Main Street in Sheffield, MA. This will boost our flower sales as well as pre-rolls and infused pre-rolls as well.

### CONCENTRATES & EXTRACTS

As has been seen in Colorado, Oregon, California & Washington, cannabis concentrates are among the fastest growing product segments with vape cartridges, shatter & wax, THC crystalline, distillates, and many other concentrated forms of cannabis leading the way. BCWC has invested in a state of the art CO2 extraction & distillery laboratory so that we can fulfill the demand for cannabis products like oral sprays, creams, transdermal patches and other concentrates.

### EDIBLES

BCWC is in the process of building a state of the art kitchen so that extracts can be made into various edible products. Gummies, chews, mints, cookies and various other delectables will be produced in BCWC's state-approved cannabis kitchen. BCWC is even investigating gluten free edibles for consumers with dietary restrictions and demands.





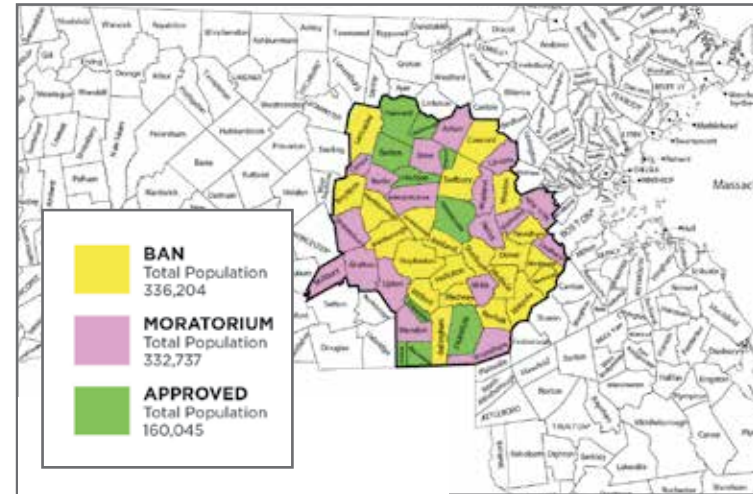


## RETAILING REVENUE

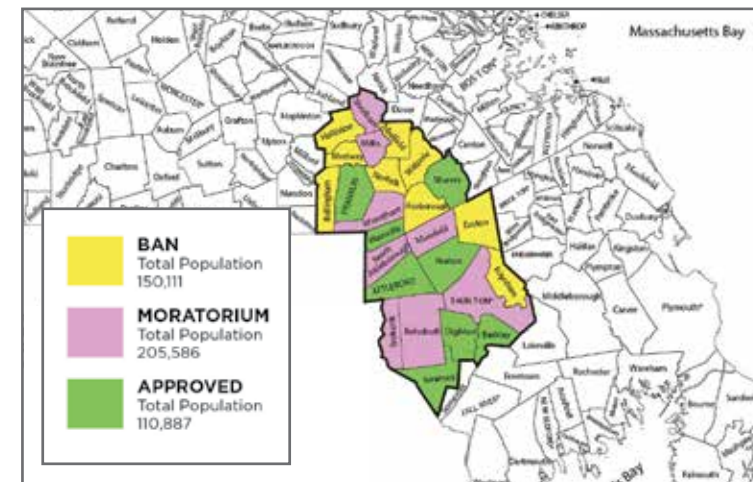
BCWC retail opportunity is stellar. Upon approval from the Massachusetts Cannabis Control Commission, BCWC will be allowed to sell recreational cannabis products at retail to persons over 21 years of age. Sales will take place out of three separate locations within Massachusetts. In anticipation of this approval, BCWC is working to secure a prime location off Exit 1 in Massachusetts only .6 miles from the Rhode Island border and a stone's throw from the City of Pawtucket, RI. This location is in a high traffic area located next to big box retailers and directly across from the MBTA stop. Attleboro is an approved cannabis town that has many neighboring towns that have either banned or placed a moratorium on the sales of cannabis. BCWC has also retained two prominent attorneys to identify, license and secure two additional locations. BCWC also has active retail location opportunities in Allston-Brighton & Framingham, MA. BCWC has secured a property on Route 9 in Framingham and is in process of securing a host agreement with the city. Framingham is a cannabis friendly city surrounded by municipalities that have either banned or placed a moratorium on the sales of cannabis. Neighboring towns that have either banned or placed a moratorium on cannabis add tremendous value to BCWC strategic position.

BCWC has been working with architects for the design and build out of its first dispensary in Attleboro. The design of the dispensary will be modern, simple, with the ability to maximize its retail shelving. BCWC will stock and retail its cannabis brands as well as other competing brands within Massachusetts.

### FRAMINGHAM LOCATION OPPORTUNITY



### ATTLEBORO LOCATION OPPORTUNITY

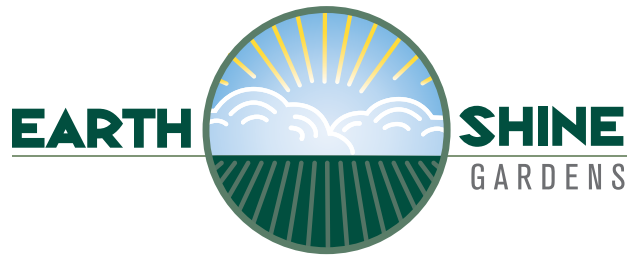


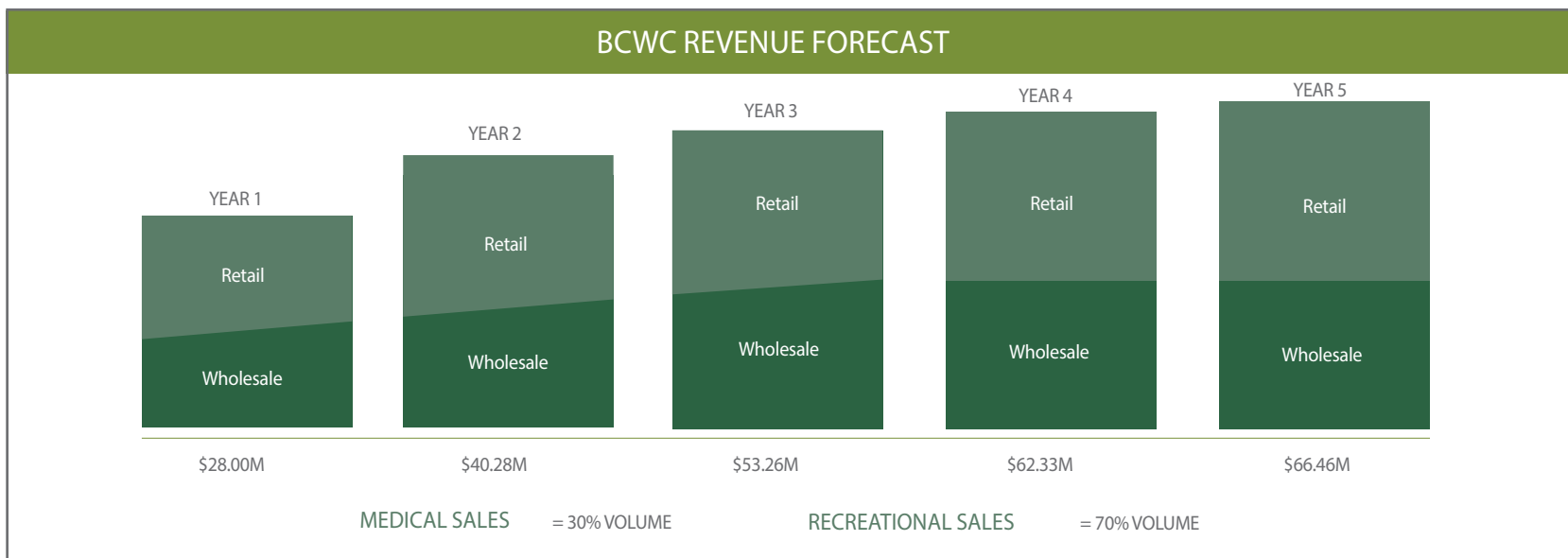


## BLOSSOMING BRANDS

BCWC is well positioned to build and market various home-grown brands of cannabis products such as vape, concentrates and edibles. The company looks fondly upon building its own cannabis brands to establish customer loyalty in a burgeoning market.

BCWC has an arsenal of brands geared toward millennials, GenX & Baby Boom generations within Massachusetts. It has implemented a branding exercise with cannabis marketing experts to identify, create and build multiple brands for cannabis products. The brands below have officially been trademarked by The Commonwealth of Massachusetts for the exclusive use of BCWC:





## FINANCIAL PROJECTIONS

### TARGET CUSTOMERS

- 1) Medical Marijuana Patients: approved patients with physical and psychological conditions
- 2) Adult Use Recreational Customers 21+
- 3) Other Approved Dispensaries

### SALES FORECAST

Revenue Sources: BCWC will garner sales from

- 1) MMJ Patients: as of July 2017, there were 46,653 patients approved for cannabis use in Massachusetts.
- 2) Wholesale of flower, concentrates & edibles to the RMDs
- 3) Adult Use: pending BCWC's recreational approval

- 4) RMDs: as of October 2018, 49 RMDs are operational. BCWC will sell wholesale to RMDs
- 5) Licensing: potential licensing of BCWC's brands

### SALES FORECAST

Grow Assumptions: Minimum of 3,600 pounds of outdoor cannabis annually.

- 1) Year One = \$28.00M with \$9M in wholesale
- 2) Year Two = \$40.28M with \$15.03M in wholesale
- 3) Year Three = \$53.26M with \$20.29M in wholesale
- 4) Year Four = \$62.33M with \$25.36M in wholesale
- 5) Year Five = \$66.46M with \$27.65M in wholesale



## **PLAN TO OBTAIN LIABILITY INSURANCE**

Nova Farms will lease the property located at 1137 Worcester Road in Framingham. Nova Farms will obtain and maintain maintain general liability insurance coverage for no less than one million dollars per occurrence and two million dollars in aggregate, annually. We will also obtain product liability for no less than one million dollars per occurrence and two million dollars in aggregate, annually. The deductible for each of the policies shall be no higher than five thousand dollars per occurrence.

If we are unable to obtain the minimum liability insurance in the above amounts, we will then place in escrow a sum of no less than two hundred fifty thousand and 00/100 dollars (\$250,000,00) to be expended for coverage of liabilities.



## **Personnel policies**

We strive to provide a safe, rewarding and ethical atmosphere for both customers and marijuana establishment agents alike. We hold marijuana establishment agents to the highest standards of professionalism while offering a multitude of opportunities, including but not limited to:

**Equal Employment Opportunity:** We will offer fair and equal compensation and employment and will protect employees from discrimination based on any status enumerated under the laws enforced by federal EEOC or under the labor laws of the Commonwealth.

**Ethical Standards:** We will provide an ethical and respectful workplace conduct, and will strictly prohibit any forms of workplace violence, intimidation or harassment.

**Compensation and Benefits:** We will provide fair and appropriate compensation, along with benefits such as health insurance, paid time off, overtime and performance bonuses, workers compensation, and various forms of compensated personal and family medical leave.

**Safe and Secure Environment:** Security will be operational 24/7/365. We will require all marijuana establishment agents to behave in a safe and responsible manner, consistent with workplace safety standards promulgated by US OSHA and Massachusetts division of occupational safety.

**Incentive Advancement:** We prioritize the promotion and advancement of existing cultivating agents upon the availability of positions within the Marijuana Establishment. Performance-based evaluations will be conducted at least annually, as part of our effort to support marijuana establishment agents' advancement, productivity and career objectives.

We shall ensure that all marijuana establishment agents are qualified for their role and complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually.

On or after July 1, 2019, all current owners, managers and employees of our Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program. We will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the CCC and any other applicable licensing authority upon request during normal business hours.

We shall prepare an alcohol, smoke, and drug-free workplace policy as well as a plan describing how confidential information will be maintained. We will also establish a policy for the immediate dismissal of any marijuana establishment agent who has:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

- Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

BCWC shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who we are associated with. We will require background checks and will insure that all such individuals shall:

- be 21 years of age or older;
- not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority;
- be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

## **Record-keeping procedures**

Nova Farms will diligently maintain all records in compliance with:

Bio Track's seed-to-sale software and Leaf-Logix will provide us with a platform that allows the user to reference detailed records regarding current and past production of marijuana or MIPs in all phases of production.

Customer records, information and purchasing history will be securely stored and updated using Bio Track's HIPAA compliant software. Necessary customer information and documentation received in paper form will be maintained and secured in a limited access area, available only to our authorized personnel.

All digital records will be redundantly backed up to both an on-site and cloud-based encrypted secure server, thereby ensuring the integrity of our records in the event of a technological failure. Paper documentation will be stored in fireproof file cabinets located in a limited access area and available only to our authorized personnel. We will utilize the extensive experience and knowledge of its executive members in developing and maintaining CCC-compliant record-keeping practices.

All our records will be available for inspection by the Commission, upon request. They will be maintained in accordance with generally accepted accounting principles. Following closure of our marijuana establishment, all records will be kept for at least two years at our expense and in a form and location acceptable to the Commission.

Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- Written operating procedures as required by 935 CMR 500.105(1);
- Inventory records as required by 935 CMR 500.105(8);
- Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e).
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures;
- All background check reports obtained in accordance with 935 CMR 500.030.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Waste disposal records as required under 935 CMR 500.105(12).

We will also maintain the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent.

Such records shall be maintained for at least 12 months after termination of the individual's affiliation with our Marijuana Establishment and shall include, at a minimum, the following:

- all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- documentation of verification of references;
- the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- documentation of periodic performance evaluations;
- a record of any disciplinary action taken; and
- notice of completed responsible vendor and eight-hour related duty training.

We will also maintain business records, which shall include manual or computerized records of:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

## **Policies and procedures for maintaining financial records**

Nova Farms has opened both an investment account and operating account with Century Bank. We have also recently opened accounts with Safe Harbor Services. We have retained DiSanto Priest and Co. as our CPA to ensure compliance with all State and Federal tax and financial reporting regulations. We have also retained Pannone Lopes Devereaux & O'Gara LLC as our attorneys to further ensure compliance with all regulatory requirements.

Nova Farms will have a full-time Chief Financial Officer. They will be a key member of the Executive Management team. The Chief Financial Officer will report to the President and assume a strategic role in the overall management of the company. The CFO will have primary day-to-day responsibility for planning, implementing, managing and controlling all financial-related activities of the company. This will include direct responsibility for accounting, finance, forecasting, strategic planning, job costing, legal, property management, deal analysis and negotiations, investor relationships and partnership compliance and private and institutional financing.

We will maintain all business and financial records with both hardcopies and computerized records. These records will be available for inspection by the Commission, upon request. They shall be maintained in accordance with generally accepted accounting principles. The records maintained will include, but are not limited to:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with our Marijuana Establishment.

We will only utilize a point of sale (POS) System approved by the CCC. We will only utilize sales recording modules approved by the Department of Revenue. We will not utilize software or other methods to manipulate or alter any sales data. We shall conduct a monthly analysis of our equipment and sales daily to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. We shall maintain records that we have performed the monthly analysis and we will produce it upon request by the CCC. If we determine that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, we shall:

- Immediately disclose the information to the CCC;
- Shall cooperate with the CCC in any investigation regarding manipulation or alteration of sales data;
- We shall take other action, directed by the CCC to comply with 935 CMR 500.105.

We shall comply with 830 CMR 62 c.25.1 Record Retention and Department of Revenue Directives 16-1 regarding record-keeping requirements. We shall adopt separate accounting

practices at the point of sale for marijuana and marijuana product sales, and non-marijuana sales. We will make our point of sales systems available to the CCC and the Department of Revenue, in order to ensure compliance with Massachusetts tax laws in 935 CMR 500.000. We shall maintain and provide to the CCC on a bi-annual basis, accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

We shall not sell or market for adult use, any marijuana product, including marijuana, that is not capable of being tested by an independent testing laboratory, except as allowed under 935 CMR 500.000. Only product that is deemed to comply with the standards required under 935 CMR 500.106 shall be marketed or sold.

# Nova Farms

## Diversity Plans to Promote Equity

### Plans to Positively Impact Disproportionate Area



## **Amended Plans on Restricting Access to Age 21 and Older**

Our facility will have an enclosed, locked single egress door to the operation side which will be accessible only to dispensary agents, law enforcement personnel, regulatory commission officials and our security personnel. The access point will be monitored by surveillance cameras, and there will be a prominent sign posted on the door, stating **“EMPLOYEES ONLY”**. The door will be protected by using a swipe card system that date stamps the entrance database with the pertinent access information for every user.

We will limit access to our marijuana products while they are being transported to individuals 21 years or older. We will positively identify individuals seeking access to the premises of our marijuana establishment and limit access solely to individuals 21 years of age or older, unless we have a co-located Medical Marijuana Treatment Center, in which case access will be permitted for registered Qualifying Patients or personal caregivers; . All our employees will be 21 years of age or older which we will verify by reviewing their proof of identification. We allow only authorized individuals access into our marijuana establishment, outside vendors, contractors, and visitors must obtain and display an id. badge and will be escorted at all times.

We will not advertise or market to people under 21 years of age. All our packaging will contain the statement “For use by adults 21 years of age or older. Keep out of the reach of children”.



## **Amended Quality Control and Contaminant Testing Procedures, as Applicable under License Type**

Nova Farms will achieve an exceptional standard of quality by implementing rigid operational procedures, maintaining a sanitary, controlled environment, and utilizing ISO laboratory testing.

Cultivation and processing areas will be cleaned and monitored daily for signs of contaminants such as mold, fungus and pests. If contamination occurs, trained employees will remedy the contamination, relying on their individual expertise and peer support from the industry professionals employed by or consulting with us.

We will meet or exceed all sanitary guidelines. Staff will use locker rooms to transition into uniforms and store personal belongings before entering the cultivation or processing areas. Upon entering these specific areas, personnel will enter a sanitation chamber equipped with air showers and UV lights to mitigate potential contaminants.

Our establishment shall provide all employees with adequate, readily accessible toilet facilities. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout our establishment. Water supply shall be sufficient for all our necessary operations.

All agents whose job includes contact with marijuana shall be subject to the requirements for food handlers specified in 105 CMR 300.000. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including the following;

- Maintaining adequate personal cleanliness.
- Washing hands appropriately.

Our standard operating procedures for equipment sanitation will include a multipart cleaning process with any equipment or instruments that come in contact with cannabis. The first part of the cleaning process will be the separation of any dried or scrap products that may be around the equipment and surfaces. This will be done ongoing throughout the day to avoid any sort of buildup from the scrap products. Next, the equipment and instruments that come into contact with the cannabis will be broken down into its component parts and any open equipment panels will be inspected. All equipment and environmental surfaces will be then cleaned with detergent and hot water. The water will be heated to between 130 and 160°F, depending on the cleaning chemicals used.

The cleaning will involve additional steps and multiple cleaning compounds which may contain several ingredients, depending on the contamination to be removed, hardness of water, and prevention of scale formation on the exposed surfaces. The standard operating procedures will also detail a failure of not cleaning adequately such as product shelf life and quality, microbiological problems, regulatory noncompliance reports, or even possible closure and other sanctions. The final step in the process is to apply sanitizer to all cleaned and rinsed surfaces to

destroy hidden microorganisms. Effective use of sanitizes is integral to controlling microorganisms for cannabis safety and products stability. It will be taught and tested in training that sanitizing does not replace thorough handwashing or equipment and facility cleaning.

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately clean and in good repair. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.

Regular inspections and pest management will be a part of our facilities standard operating procedure. The inspection of plants will include a macro view of the plant without any magnification to look for signs of nutrient deficiency, pest, mold, rot, proper pH, proper runoff or drainage of excess moisture; flower and bud inspections to ensure there are no hermaphroditic plants; leaves and stems are healthy, observation of root growth, inspection of the growth medium, and proper trimming.

The absence and control of pests is part of the standard operating procedure and daily inspection reports. Plants will be viewed with a 60x eye loop by a trained employee to look for any signs of pests, mites, or any other insect or disease. Both the top of the leaves and the bottoms will be inspected for any eggs, webs, or actual insects. Any signs of infestation will be documented such as white or dark spots in a discoloration of the leaves indicating any sort of nutrient deficiency.

Our facility will have a quality assurance officer who will help create the algorithm and accompany metrics for sampling batches pursuant to our standard operating procedures for valid sampling methods. The independent testing laboratory will be sent the product by the quality assurance officer, who established the company's testing requirements and sample size required for in process and finished products. There will be a formal validation process that will demonstrate the ability of the sample produced by the requisite algorithm to produce reliable and repeatable results. All laboratory functions, including sampling, will be performed in compliance with good laboratory practice.

The facilities standard operating protocol will mandate that any laboratory contracted with will fulfill our testing requirements per the Commonwealth's regulations for reporting, analysis, sample size, sample retention, and sample destruction. When a batch is sent to our independent laboratory, the analysis will be documented and sent via fax or email back to our facility. The lab results will include a breakdown of the search elements required by the Commonwealth to ensure customer safety, along with a chemical composition description of the

batch, testing results including pesticide residue, residual solvents, microbiological testing, stability, along with observations for odor, appearance and moisture content.

To ensure integrity and consistent dosages, all medicine shall be tested at an approved ISO facility, preferably CAN-9009 certified, pursuant to 935 CMR 500.160. Testing will ensure potency, purity and medicinal value. Quantifying these values will provide accurate and consistent dosing for all marijuana products and allows patients to make informed selections of contaminant-free medicine. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

We shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). The policy shall include notifying the CCC within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification will come from both us and the Independent Testing Laboratory, separately and directly. The notification from us will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

We shall maintain the results of all testing for no less than one year. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13). All storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to our facility for disposal or by the Independent Testing Laboratory disposing of it directly.

Upon completion of testing, and the issuance of a satisfactory certificate of analysis that meets or exceeds our quality control standards for purity as well as falling within the Commonwealth's published acceptance criteria, the quality insurance manager will assign an expiration date to the batch. The expiration date of the batch will be determined by the quality assurance manager who will ensure that the stability and expiration date of the finalized distributed cannabis product falls within the previously assigned time frames. The expiration date will be validated and stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened. They will also specify storage conditions once the package is sealed, during transport and at our facility. Product shelf life specifications will include all required storage conditions including storage at our facility once the package is sealed, during transport, at the dispensary facility, in the customer's home and samples retained for future testing.

In the event one of our product tests reveals that it falls outside specifications for a customer consumption, the recall program detailed in the SOP's will be utilized to remove the affected product from our shelves, and to contact any facility where it might have been shipped. The quality assurance

manager will use the SOP's to:

- Insure the restriction of movement between production department of any the batch or lot identified as an issue;
- Identify any product that has the questionable material in it and isolate it in either in a container for further testing, or in a container for product that is to be destroyed.
- The quality assurance manager will initiate a recall as determined by the SOP's by contacting any identifiable client who received the product in question;
- Create an email, certified letter, or phone number list in order to contact any person who may either have ordered or somehow has in his or her possession any inventory containing the product in question;
- Order the actual recall and begin the task of contacting anyone who may have the inventory or whom he knows was a client and physically received it.

The notification of all customers or entities that may have received the inventory in question will be done using the facility's SOP which requires documentation that the customer or entity was attempted to be contacted. The quality assurance manager will query the seed to sale tracking software in the fields that will allow him or her to create a report showing the name, contact information, and the lot and batch from which they purchased the affected inventory. The quality assurance manager will document the identified specific inventory along with the bar code numbers and will then make contact with the head of each facility where it was shipped and send them a copy of the documentation with a priority message to remove it from their shelves.

The message that is sent to all managers of any facility that has either purchased or somehow obtained the batch and lot in question will specifically state that the company should contact the quality assurance manager to obtain an RMA (return merchandise authorization number). All RMAs will be recorded, and the quality assurance manager will insure that the other facility's director understands that they should return the product through a licensed transporter, who will pick up the product at no charge to them.

## **Amended Qualifications and Training:**

We shall ensure that all marijuana establishment agents are qualified for their role and complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent and will include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually. The training shall include our security protocols and methods to detect diversion of marijuana.

On or after July 1, 2019, all current owners, managers and employees of our Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program. All new employees shall complete the Responsible Vendor Program within 90 days of being hired. All Responsible Vendor Program documentation shall be retained for four (4) years. We will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the CCC and any other applicable licensing authority upon request during normal business hours.

The Director of Human Resources defines job descriptions, and with upper management's approval, places ads and hires new employees based on the defined criteria. Job descriptions are designed and reviewed by the Director, Human Resources in collaboration with the specific tasks outlined by the Chief Operating Officer, the General Manager and other Department Chiefs.

The procedure for defining the job responsibilities for all employees is jointly performed by the human resources department and upper management. All changes to and additions to the Employee Guidelines, job descriptions and job responsibilities must be approved by upper management.

All job descriptions must be posted with the Director, Human Resources and all new hires must be reported to the Administrative Assistant and accounting for payroll purposes.

### **Chief Executive Officer**

A chief executive officer (CEO) is the highest-ranking executive in a company, whose primary responsibilities include:

- making major corporate decisions,
- managing the overall operations and resources of a company,
- acting as the main point of communication between the board of directors (the board) and corporate operations
- Being the public face of the company.

A CEO is elected by the board and its shareholders. Engages in high-level strategic decisions and those that direct the company's overall growth. Sets the tone, vision, and sometimes the culture of the organization

### **Chief Operating Officer**

The Chief Operating Officer (COO) is responsible for overall operation of entire facility

- Oversight of cultivation operational activities, processing operational activities, and security operational activities.

- All department managers will report directly to the president
- Work with the board of directors to develop financial structuring and capital raising strategies
- Work with the Dispensary Manager to understand operational activities, progress, and capital needs in order to communicate accurately and succinctly with investor groups
- Evaluate the cash flow needs of the company, and accurately determine timelines and milestones for raising additional capital
- Establish and nurture relationships with various capital groups, including venture capital groups, private equity funds, institutional investment groups, angel investors, and debt financiers
- Lead the company in sourcing and closing the capital required for company growth
- Maintain on-going relationships with current investors thereby increasing investors' confidence for continued, on-going and potentially larger investments
- Present vision of the corporation and investment opportunity at public or private events
- Work with Chief Financial Officer and Controller to monitor cash flow and expenditures
- Identifies
- Investigates and brings forward to the BOD possible candidates for acquisition
- Performs other job-related duties as required including:
  - Executive Leadership
    - Lead and coordinate the process of making key decisions as a member of the executive management team.
- Assist in formulating our client's future direction and initiatives that support the facility's growth.
- Maintain up-to-date knowledge of, and implement, operational best practices.
- Client Relations
- Effectively communicate the facility's operational and financial strategy to investors, senior management, staff, partners, customers, and stakeholders.
- Ensure that all products and services meet client needs and take corrective action when necessary.

### **Legal Consultant**

- Ensures compliance with all local, state, and federal laws, and facility rules and policies.
- Monitor all open legal issues involving the facility and those that affect the industry.
- Ensure that the facility meets the legal and appropriate level of insurance coverage.
- Reporting and Documentation
- Ensure that record keeping meets the requirements of local, state and federal auditors and government agencies.
- Help develop and grow the facility's reporting features – production reports, yield trackers, etc.
- Operational Oversight
- Ensures proper management of all facilities and properties, statewide.
- Directly contributes to creating, communicating and implementing the organization's vision, mission, and overall direction.
- Maintain awareness of both the external and internal competitive landscape, opportunities for expansion, customers, markets, new industry developments, products, technologies, and standards
- Evaluates the success of the organization and coordinates with the board of directors, and other executive management positions to ensure continued success.

**Chief Financial Officer**

The CFO works with upper management and the board of directors to identify opportunities to increase the value of the business through partnership, investment, mergers and acquisitions. The CFO will contribute to the company's yearly and long-term business planning process, conducts analysis, and provides strategic financial advice on the overall direction of the company and each individual project.

**Duties and Responsibilities:**

- Dedicated focus on driving operations through finance
- Work closely with owners to provide financial insight and direction
- Identify financial opportunities, roadblocks, and analyze the impact on future business
- Provide timely and accurate analysis of budgets, financial reports, and financial trends in order to assist the Board of Directors, CEO and Executive Team in performing their responsibilities
- A trusted advisor with a strong work ethic and resilient mentality
- Establish credibility throughout the organization and with the board of directors as an effective developer of solutions to business challenges
- Provide strategic financial input and leadership on decision making issues affecting the organization, i.e., evaluation of potential alliances, acquisitions and/or mergers, and investments
- Develop a reliable cash flow projection process and reporting mechanism which includes minimum cash threshold to meet operating needs
- Be an advisor from the financial perspective on any contracts into which the facility may enter
- Evaluate the structure of the finance group and identify needed changes or professional development opportunities to enable future success of the organization
- Facilitate the company budgeting process in collaboration with the Controller; Plan, oversee and ensure adherence to department budget
- Develop, track and manage finance department goals and success metrics
- Work with Controller to develop cash management practices to optimize cash position
- Provide company and department direction through modeling and financial analysis; other duties as assigned.

**Qualifications:**

- Must already possess or be able to qualify to receive a state registration License
- Must meet mandatory state residency rules, no felony convictions, and must successfully pass an extensive background check
- Must be a strategic thinker that understands finance best practices and is capable of developing and implementing a strategic plan that advances the team in line with organizational goals
- Must be able to execute tactically and opportunistically to achieve strategic goals
- Must be a sincere, collaborative team leader who, when needed, places the overall success of the organization and team ahead of their own professional priorities

- A strong and savvy communicator who is able to build relationships with people at all levels of an organization
- Strong business/ financial acumen and ability to understand and logically work through business problems to proper resolution
- An energetic, forward-thinking and creative individual with high ethical standards; An excellent negotiator who is experienced in contracts.

### **Education and Experience**

- 10+ yrs. finance experience with increasing levels of responsibility
- Demonstrated success in any of the following positions: CFO, VP Finance, or other Senior level finance manager/executive who has held responsibility for duties listed in this job description
- Experience developing and managing financial models
- Bachelor's Degree with MBA, CPA, CFA, or Big 4 (highly desirable)
- Demonstrated experience managing cash, treasury, and cost
- Excellent written and oral communication skills; ability to communicate ideas in both technical and user-friendly language
- Excellent listening and interpersonal skills
- Keen attention to detail and ability to multi-task with frequent interruptions; Able to prioritize and execute tasks in a fast-paced environment; Experience working in a team-oriented, collaborative environment.

### **Director of Human Resources**

Human resources managers consult with top executives regarding the organization's strategic planning. They identify ways to maximize the value of the organization's employees and ensure that they are used as efficiently as possible.

The human resources manager oversees all aspects of an organization's human resources department, including the compensation and benefits or training and development programs.

Human resources managers typically do the following:

- Plan and coordinate an organization's workforce to best use employees' talents
- Link an organization's management with its employees
- Administer employee services
- Advise managers on organizational policies, such as equal employment opportunity and sexual harassment
- Coordinate and supervise the work of specialists and support staff
- Oversee an organization's recruitment, interview, selection, and hiring processes
- Handle staffing issues, such as mediating disputes and directing disciplinary procedures
- Every organization wants to attract, motivate, and keep qualified employees and match them to jobs for which they are well suited.
- Human resources managers accomplish this by directing the administrative functions of human resource departments
- Oversee employee relations, regulatory compliance, and employee-related services such as payroll, training, and benefits.
- Supervise the department's specialists and support staff and ensure that tasks are completed accurately and on time



## Education

A bachelor's degree in human resources or business administration.

Experience in human resources subjects, such as labor or industrial relations, organizational development, or industrial psychology.

## Chief Compliance Officer

The Chief Compliance Officer will build a culture of compliance within the organization by implementing and tracking internal compliance audits, reviewing and interpreting pending and current laws and regulations and communicating that information across the organization. The Compliance Officer will work with the management team to create new policies and procedures and ensure staff has an understanding of all compliance requirements. The Compliance officer will work to ensure operations are consistent with applicable laws, regulations, contractual requirements and industry best practices.

## Responsibilities:

Monitor and record all relevant regulatory updates via electronic tracking, spreadsheet, analyzing for enterprise impact and advising management

Oversee the research, implementation, and operationalization of necessary regulatory updates, deficiencies, and concerns.

Manages the compliance audit function, which includes state compliance audits, targeted audits, and the review of previous market conduct findings to assess current regulatory/market conduct exposures across the various lines of business and jurisdictions

Develop summary reports for regulatory updates and communicate them as needed to relevant internal staff/management

Oversees the regulatory compliance assessment of new and revised product labeling and be responsible for any communications around these with health authorities or other applicable agencies.

Write and maintain Operating Plans, Procedures and Policies related to the Regulatory and Compliance function area

Review and contribute to cross functional Operating Plans, Procedures and Policies.

Effectively escalates issues within the organization to ensure leadership awareness and timely issue resolution of regulatory requirement updates

Recommend corrective actions for any regulatory updates identified to department leadership

Maintain a consistent presence as applicable to monitor and report progress and ensure appropriate prioritization of regulatory concerns

Inspect the company's facilities to ensure compliance of the associated state rules which affect the business line.

Assist in assessing the business's future ventures to identify possible compliance risks

Interface with state regulators to obtain clarification and context around requirements

Maintains professional and technical knowledge and reviewing professional publications

Work Closely with Legal Dept.

## Qualifications and Requirements

BSc/BA in law, finance, business administration or a related field.

Certified compliance professional is a plus.

Minimum 2-5 years' experience with control/risk assessment/risk management.

2-3 years' experience in a compliance related position required.

In-depth knowledge of Cannabis industry's standards and regulations is strongly preferred.

Excellent knowledge of reporting procedures and record keeping.

Able to decipher and interpret the complexities of procedures, regulations and law.  
3 years' experience in regulatory compliance Cannabis industry is strongly preferred  
Advanced skills in verbal and written communication  
Proficiency in Microsoft Excel, Word, PowerPoint, and Outlook  
Project management experience preferred  
You must be 21 years or older and have a valid MA. Driver's License.

**Additional Qualifications:**

Proven experience as compliance professional  
Excellent knowledge of reporting procedures and record keeping  
Methodical and diligent with outstanding planning abilities  
An analytical mind able to research "see" the complexities of procedures and regulations  
Excellent communication skills  
Certified compliance professional is a plus  
Experience in risk management a plus  
Internal audit or external audit experience  
Experience in writing audit reports  
Familiarity with Cannabis industry practices and professional standards  
NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

**Dispensary Manager**

The dispensary manager is the public interface between the facility, our customers, regulators, Law Enforcement and the general public. The dispensary manager is tasked with:

- ensuring the smooth day to day operation of the dispensary,
- managing employees
- ensuring the chain of custody is followed rigorously
- staying abreast of current issues in dispensary management and product offerings

The procedure for hiring a Dispensary Manager revolves around a candidate with strong interpersonal skills, qualitative and quantitative skills, and the following attributes:

- Organizational and documentation skills Leadership of dispensary employees
- Comprehensive understanding of the state's regulatory mandates Proper inventory stocking levels
- Knowledge of the strains we carry, their effects on the human body, contraindications, customer education, etc.
- Ability to use Microsoft Office products, email, and other software applications such as the seed to sale tracking software
- Working with dispensary Agent s to document best practices
- Creating and monitoring metrics for competitive pricing, product levels, and new product introduction
- Monitoring inventory and cash, performing daily audits
- Working with the security team to oversee initial and recurrent training
- Monitoring sales by dispensary Agent s for accurate weights and proper products
- Overseeing product recalls, and creating and implementing corrective action plans

### **Dispensary Agent**

Dispensary Agent s work directly below the dispensary manager, and similarly are the public interface between the facility, our customers, regulators, Law Enforcement and the general public.

Dispensary Agent s will:

- Help customers
- Verify credentials
- Work at a point of sale system and record each sale and
- Collect the appropriate funds.

The dispensary Agent must be current in the dispensary's offerings including different strains, their effects, and methods of ingestion allowed by the state.

The procedure for hiring a dispensary Agent revolves around a candidate with strong interpersonal skills and customer empathy. Other additional mandatory skills required for employment include:

- Strong interpersonal skills in a retail environment
- Knowledge of the different strains of Marijuana and their effects, Methods of ingestion of Marijuana
- Knowledge of the point of sale software system
- Current understanding of the state's regulations regarding Marijuana,
- Understanding of the mandatory chain of custody for all Marijuana on site
- Ability to coordinate schedule with other employees
- Retail knowledge of sales and collecting funds for product, High level of ability to communicate with customers

### **Retail Budtender**

Budtenders are considered experts on the products sold. They are tasked with managing customer satisfaction by guiding customers through the selection process. Budtenders must stay current on Marijuana industry trends by attending trade shows, researching products, or learning about partner dispensaries. Individuals may also utilize social media platforms or experts' blogs to gain the latest information.

Budtenders are a customer-facing role, they are an integral part of helping a company achieve its sales goals. In addition to meeting sales goals, budtenders must ensure compliance with their state's Marijuana usage laws, such as the minimum age for customers.

Required Skills:

- Superior knowledge of the Marijuana industry, including current policies on recreational Marijuana. Budtenders will also:
- Need to understand everything from how the plants are grown to oil-making and smoking devices, as well as
- The reaction to different types of Marijuana.
- Along with customer service skills, budtenders will need strong listening skills.
- They must be able to interpret customers' needs and wants and translate that into the best product for them. In this role,
- Individuals will need excellent customer service skills, as they will be dealing with the public.

- Budtenders should also have effective organizational abilities and ensure they record all products sold through their dispensary's tracking system.

#### Required Education

At least a high school diploma.

Budtender certification

#### **Chief Security Officer**

The Chief Security Officer is responsible for the security of the Dispensary. Responsibilities include:

- Reporting to the Dispensary Director
- Monitoring all security Agent s
- Enforcing and updating all security standard operating procedures
- Liaising with security-related vendors
- Liaising with the Dispensary Director to ensure maintenance protocols are followed for all security equipment
- Monitoring regulations related to security
- Evaluating emerging security techniques and recommending modifications to SOPs, vendors, or equipment
- Liaison to the executive staff and Board
- Security Plan review, update, and implementation
- Compliance with local and state security regulations
- Oversight of third-party security vendors
- Oversight of security training and reporting
- Liaison with emergency services and Law Enforcement

The Security Manager will report to the Dispensary General Manager. They will be responsible for;

- The hiring, certification, training, scheduling and managing of Security Agent s.
- For ensuring the security of employees, customers, and all company property.
- For ensuring safe delivery and of all Marijuana and manufactured Marijuana products. They will be responsible for the operation, regular maintenance, and storage of all video surveillance equipment and data.
- The security manager will ensure all Agent s are operating within the parameters set forth by the state's regulatory agencies tasked with the oversight of recreational Marijuana.

#### Risk Assessment and Security Plan Review

The Chief Security Officer will:

- perform a site risk assessment,
- evaluate the proposed site layout
- Review the security plan

This risk assessment will:

- Identify vulnerabilities and strengths of the specific site and layout
- Assess vulnerabilities and countermeasures considered
- Identify the best practical, efficient, cost-effective, and sustainable mitigation strategies
- With the authorization of upper management, the Chief Security Officer will incorporate these into the security plan prior to opening the facility.

## **Security Guard/Agent**

It is the responsibility of the Security Guard:

- To monitor the facility entry,
- Register guests ensuring proper identification of any visitors
- They will be charged with the safety of customers, employees, and company property at all times.
- Security Agent s will monitor the facility using line of sight, as well as a video surveillance system that will operate 24 hours a day.
- Security Agent s will oversee the facility to ensure that no unauthorized persons are allowed access to the facility at any time.
- Security Agent s will receive initial and ongoing training to ensure that they are always operating within the parameters set by the state's regulatory bodies.

## **Customer Intake Coordinator**

The Customer Intake Coordinator is the first professional that new customers will encounter at the facility. It is the Customer Intake Coordinator's responsibilities to:

- help them fill out new customer information documents, prepare a new file both electronically in our point of sale software along with the Commonwealth's database.
- The Customer Intake Coordinator will meet with new customers, obtain their registration information and validate it, and answer any introductory questions they have before bringing them to the point of sale Agent.

## **Courier/Driver**

The courier/driver makes deliveries for the facility, and also may be sent to pick up items necessary for the operation of the facility. The driver(s) work in pairs at all times, so it is important to have people that can work in close proximity to their partner for an extended period of time. The driver will be responsible for the chain of custody of both the product and the collected cash and must understand how to fill out the electronic manifest, read GPS maps, and abide exactly by the facility's protocols for checking identification.

The procedure for hiring a courier/driver involves finding a candidate with the following attributes:

- Clean driving record
- Excellent referrals
- Able to pass the state's licensing guidelines
- Understand routing directions and use of GPS software
- Ability to correctly account for cash and inventory
- Ability to reconcile cash and inventory at the end of the day
- Polite and well suited for working with customers
- Understands necessary car maintenance
- Good communication skills with facility dispatcher and security if necessary
- Must possess a valid driver's License in Massachusetts
- Previous delivery/driving employment required
- Ability to handle multiple deliveries in any given day

**Amended Plan for Separating Recreational from Medical Operations, if applicable:**

Every new clone or seed will be designated as either medical or adult use. Biotrack software will create an image, barcode and serial number reference tag for each new clone or seed. This tag is used to reference, track, and log data about each plant, beginning with propagation of the seed or clone, throughout the vegetative and flowering stages.

Processing and manufacturing marijuana will be monitored using Leaf-Logix. This software carefully tracks production of raw marijuana material as it is processed into finished goods. Finished products will be weighed, packaged, inventoried, and labelled using Leaf-Logix software. This software will carefully track products from packaging to point of sales.

All medical marijuana will be separately tagged and tracked, and we will use operating procedures for inventory management that strictly adhere to the requirements stated in §725.015(g). All adult use marijuana will be separately tagged and tracked, per 935 CMR 500.105(8).

All medical marijuana and adult use marijuana will be stored and packaged separately. Each will contain labelling specifically identifying it as either medical marijuana or adult use marijuana.

There will a physical separation between the medical and adult use sales areas by the use of a stanchion. There will be separate lines for sales of marijuana products for medical use and marijuana products for adult use. However, a holder of a Medical Registration card may use either line and shall not be limited only to the medical use line. BCWC shall provide an area that is separate from the sales floor to allow for confidential consultation.

We shall maintain and provide on a biannual basis accurate sales data collected during the six months for the purpose of ensuring an adequate supply of marijuana under 935 CMR 500.140(6). If our establishment has been dispensing for less than six months, we shall reserve 35% of our marijuana products for medical sales. Once our establishment has been dispensing for a period of six months or longer we shall maintain a quantity and variety of marijuana for patients that meets the demand indicated by an analysis of sales data collected during the preceding six months in accordance with 935 CMR 500.140 (6).

All marijuana products preserved for patient supply shall, unless reasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at our establishment as closely as possible. On a quarterly basis we shall submit to the Cannabis Control Commission an inventory plan to reserve a sufficient quantity and variety of marijuana to registered patients. On each occasion that the reserved patient supply is exhausted, and a reasonable substitution cannot be made, we shall submit a report to the Cannabis Control Commission. We shall perform audits of patient supply

available at our establishment on a weekly basis and retain those records for a period of six months.

We shall transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety. We shall use our best efforts to prioritize patient and caregiver identification verification and physical entry into our retail area.

## **SECOND AMENDED NOVA FARMS LLC DIVERSITY PLAN**

### **Social Equity for Disproportionately Impacted Groups-Diversity**

Nova Farms LLC does not fit the category for Economic Empowerment Applicant nor are we located in area of disproportionate impact. We are however, committed to inclusiveness of underrepresented groups and community outreach. We strive to respect and embrace individuals from different, ethnicities, genders, abilities, races, and sexual orientations.

Diversity Plans to Promote Equity Among Women, Minorities, Veterans, People with Disabilities and People of All Gender Identities and Sexual Orientation (collectively “Disenfranchised Populations”)

#### **Diversity goals**

Goal #1-Nova Farms hiring goal for Females is 50%

Goal #2-Nova Farms hiring goal for Minorities, Non-Binary, LGBT Individuals is 25%

Goal #3-Nova Farms hiring goal for Veterans is 10%

Goal #4-Nova Farms hiring goal for Special Needs and Physically Disabled Individual's is 2%

Goal #5 - Nova Farms will increase management opportunities with diversity in mind by promoting and retaining our staff at the same percentages of our hiring goals

#### **Plan for success**

- Nova Farms will train all new employees on diversity issues and our diversity goals, making it a priority in the workplace. We will also hold trainings on diversity issues and diversity goals at least once a year
- Nova Farms has set consequences for racial or sexual discrimination and unacceptable work environments
- The diversity status of Nova Farms will be presented to all employees once a quarter so that all members of the Team can help identify high quality and diverse candidates for our Team



- Targeted areas of improvement will be highlighted during the presentation
- Every time a job opportunity is available that we do not have the resources to promote from within, Nova Farm will publish the available job opportunity. Depending on the outcome of diverse applicants, we will then publish through additional diverse establishments.
- Marketing for hiring will be directed through local bi-lingual and diverse community media including but not limited to Indeed.com which will allow Nova Farms to publish our diversity statement in each of our job opportunities. Indeed.com will also allow our published opportunities to be written in Spanish and will provide access to any and every one to apply.
- Marketing for hiring will be directed through local woman's business groups. We're looking to create a relationship with MetroWest Women's Network, LLC.
- Community Partner Training- we will partner for internships and potential hires with local Community Colleges and Schools of Agriculture Management
- Nova Farms has embraced the Veteran population as a disproportionately impacted group and will work closely with the Local Veteran Service Office and other Veteran Hiring and Training Programs to ensure we are demonstrating a significant inflow of Veterans to our employee roles
- Nova Farms will partner with local agencies that have employment rehabilitation programs and/or programs for integrating members with Special needs into the workplace. We're looking to create a relationship with Work Without Limits.
- We will work with second level managers to identify star performers from Disenfranchised Populations who have the performance standards, attitude and technical ability to move forward in the company into managerial and executive positions. We will have a Performance Enhancement Plan (PEP) which will help build out our staff and their career growth plans over a 3, 6, 9 or 12 month time period, allowing them to hit particular goals to receive promotions, raises, or changes into different departments within the company based on their desired goals and skills sets.
- We will develop career paths and career opportunities for minority, women and veterans within the company to ensure the opportunity for upward mobility is supported in a genuine and positive manner
- We will develop a mentorship program to provide guidance, confidence and support to employees from Disenfranchised Populations who have

been identified for an upward career path within the company. Once a year a select group of our Management staff will make themselves available to meet with interested employees across the company for potential mentorship with our program called Nova Networks. This program allows networking our internal staff with our experienced management to help develop employees who sign up for the event. They will advise the volunteered staff who wish to attend these sessions on their career goals with hopes that these sessions build lasting professional relationships.

### **Measuring our Diversity Goals**

- The Director of Human Resources will perform a baseline analysis of all employees hired at Nova Farms within the first 6 months of operations
- An observation of the percentages/numbers will tell us how well we are doing in meeting our diversity goals and where we need to improve
- A Diversity Committee will be created to review goal performance and develop steps to meet any goals below the stated targets
- A report on our diversity goal progress will be reviewed with upper management every 6 months
- The Chief Compliance Officer will prepare a Diversity Report that will be submitted to the CCC during our annual license renewal application. The Diversity Report must show progress or success of this plan during our annual renewal that occurs one year from the date of the granting of our Provisional License
- The Chief Compliance Officer will assess the Diversity Plan Annually to monitor progress and suggest any changes to diversity stratification or pathways to management programs

Nova Farms will adhere to the requirements set forth in 935 CMR 500.105 (4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of our Marijuana Establishments. Any actions taken, or programs instituted, by Nova Farms will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

